UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

UNITED STATES OF AMERICA, acting through the United States Department of Agriculture Plaintiff v. ESTHER RIVERA DETRES a/k/a ESTHER RIVERA, as joint debtor and as known member of The Estate of LUIS SANTALIZ CAPESTANY a/k/a LUIS SANTALIZ CAPES; LUISSETTE ESTHER SANTALIZ MARTIR, YANAIRA SANTALIZ MARTIR, LUIS ANTONIO SANTALIZ BRITO and JAN LUIS SANTALIZ GONZALEZ, as known members of the Estate of LUIS SANTALIZ CAPESTANY a/k/a LUIS SANTALIZ CAPES and The Estate of LUIS SANTALIZ RIVERA; JOHN DOE and RICHARD ROE, as unknown members of The Estate of LUIS SANTALIZ CAPESTANY a/k/a LUIS SANTALIZ CAPES and The Estate of LUIS SANTALIZ RIVERA Defendants	CIVIL NO. Foreclosure of Mortgage IN REM

COMPLAINT

TO THE HONORABLE COURT:

COMES NOW the United States of America -acting by the United States Department of Agriculture - through the undersigned

attorney, who respectfully alleges and prays as follows:

1. Jurisdiction of this action is conferred on this Court by 28 U.S.C. Section 1345.

2. Plaintiff, United States of America, is acting through the United States Department of Agriculture (Farm Service Agency), which is organized and existing under the provisions of the Consolidated Farm and Farm Service Agency Act, 7 U.S.C. §1921 et seq. Plaintiff is the owner and holder of five (5) promissory notes that affect the property described further below.

3. The first promissory note is for the amount of **$56,900.00**, with annual interest of 8.5%, subscribed on February 20, 1979. *See Exhibits 1 and 2*

4. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 18. This mortgage is duly recorded at the corresponding Property Registry. *See Exhibits 3, 4* and 5

5. On June 19, 1985, the promissory note for $56,900.00 was modified, under the terms and conditions stipulated and agreed therein, through Deed No. 105. This transaction is duly recorded at the corresponding Property Registry. *See Exhibits 5, 6 and 7*

6. Plaintiff is also the owner and holder of a promissory note for the amount of **$10,000.00**, with annual interest of 5%, subscribed on February 7, 1980. *See Exhibits 8 and 9*

7. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 56. This mortgage is duly recorded at the corresponding Property Registry. *See Exhibits 5, 10 and 11*

8. On June 19, 1985, the promissory note for $10,000.00 was modified, under the terms and conditions stipulated and agreed therein, through Deed No. 105. This transaction is duly recorded at the corresponding Property Registry. *See Exhibits 5, 6 and 7*

9. Plaintiff is the owner and holder of a promissory note for the amount of **$7,000.00**, with annual interest of 11%, subscribed on May 29, 1980. *See Exhibits 12 and 13*

10. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 260. This mortgage is duly recorded at the corresponding Property Registry. *See Exhibits 5, 14 and 15*

11. On June 19, 1985, the promissory note for $7,000.00 was

modified, under the terms and conditions stipulated and agreed therein, through Deed No. 105. This transaction is duly recorded at the corresponding Property Registry. *See Exhibits 5, 6 and 7*

12. Plaintiff is the owner and holder of a promissory note for the amount of **$72,000.00**, with annual interest of 10.75%, subscribed on October 13, 1983. *See Exhibits 16 and 17*

13. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 292. This mortgage is duly recorded at the corresponding Property Registry. *See Exhibits 5 and 18*

14. On June 19, 1985, the promissory note for $72,000.00 was modified, under the terms and conditions stipulated and agreed therein, through Deed No. 105. This transaction is duly recorded at the corresponding Property Registry. *See Exhibits 5, 6 and 7*

15. Plaintiff is the owner and holder of a promissory note for the amount of **$19,800.00**, with annual interest of 7.25%, subscribed on September 9, 1985. *See Exhibits 19 and 20*

16. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions

stipulated and agreed therein, through Deed No. 148. This mortgage is duly recorded at the corresponding Property Registry. *See Exhibits 5 and 21*

17. According to the Property Registry, codefendants ESTHER RIVERA DETRES a/k/a ESTHER RIVERA, LUISSETTE ESTHER SANTALIZ MARTIR, YANAIRA SANTALIZ MARTIR, LUIS ANTONIO SANTALIZ BRITO and JAN LUIS SANTALIZ GONZALEZ appear as owners of record of the real estate property subject of this case. Said property is described -as it was recorded in Spanish- as follows:

> RÚSTICA: Parcela de terreno, localizada en el Barrio Maravilla del Municipio de Las Marías, con una cabida de 88.184 cuerdas. Lindes: NORTE, con terrenos de Francisco Mártir separada por una quebrada; Juan Mártir, Santiago Rodríguez, Puerto Rico Reconstruction Administration, Bernardo Méndez, separado por un caño y Fernando Guilloty; SUR, con José Ríos, Puerto Rico Reconstruction Administration, José Carlos Lugo y con el solar segregado de la finca principal marcado con el #1 en el plano de inscripción; ESTE, con Bernardo Méndez y Augusto Cruz, separados por una quebrada; y al OESTE, con la comunidad rural Lavergne, separado con una quebrada y con los solares números 1 al 8 inclusive. Está atravesada de Norte y Sur con la carretera de San Sebastián a Las Marías.
>
> Property 511, recorded at page 135 of volume 163 of Las Marías, Property Registry of San Sebastián, Puerto Rico.
>
> *See Title Search attached as Exhibit 5*

18. According to the attached Title Search, LUIS SANTALIZ CAPESTANY a/k/a LUIS SANTALIZ CAPES passed away. *See Exhibit 5*

19. According to said Title Search, the known members of the Estate of LUIS SANTALIZ CAPESTANY a/k/a LUIS SANTALIZ CAPES are the following individuals:

    (a) ESTHER RIVERA DETRES a/k/a ESTHER RIVERA (as widow and co-debtor);

    (b) The Estate of LUIS SANTALIZ RIVERA, which is composed by:

        (1) LUISSETTE ESTHER SANTALIZ MARTIR;

        (2) YANAIRA SANTALIZ MARTIR;

        (3) LUIS ANTONIO SANTALIZ BRITO, and;

        (4) JAN LUIS SANTALIZ GONZALEZ. *See Exhibit 5*

20. JOHN DOE and RICHARD ROE are included as possible unknown heirs to the Estates mentioned before.

21. According to *P.R. Laws Ann.,* Article 959, (Sec. 2787), defendants have 30 days to either accept or reject their participation in the Estate(s) to which they lawfully belong.

22. Codefendant Esther Rivera Destrés a/k/a Esther Rivera filed a Chapter 7 petition for bankruptcy before the United States Bankruptcy Court, District of Puerto Rico, obtaining an Order for Discharge on May 13, 2019. *See Exhibit 22*

23. Accordingly, plaintiff files the present complaint as an In Rem cause of action.

24. It was expressly stipulated in the notes evidencing the indebtedness that default in the payment of any part of the

covenant or agreement therein contained will authorize the plaintiff, as payee of said notes, to declare due and payable the total amount of the indebtedness evidenced by said notes and proceed with the execution and/or foreclosure of the mortgages.

25. Therefore, the agreements are due in full, with the following amounts *(Exhibit 23)*:

a) On the $19,800.00 Note:

1) The sum of $7,686.15, of principal;

2) The sum of $17,184.55, of interest accrued as of March 28, 2019, and thereafter until its full and total payment, which interest amount increases at the daily rate of $1.5267;

3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.

b) On the $10,000.00 Note, as modified:

1) The sum of $7,380.23, of principal;

2) The sum of $11,379.72, of interest accrued as of March 28, 2019, and thereafter until its full and total payment, which interest amount increases at the daily rate of $1.0110;

3) Plus, insurance premium, taxes, advances, late

charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.

c) On the $7,000.00 Note, as modified:

1) The sum of $4,896.52, of principal;

2) The sum of $10,947.56, of interest accrued as of March 28, 2019, and thereafter until its full and total payment, which interest amount increases at the daily rate of $0.9726;

3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.

d) On the $72,000.00 Note, as modified:

1) The sum of $87,883.79, of principal;

2) The sum of $148,498.84, of interest accrued as of March 28, 2019, and thereafter until its full and total payment, which interest amount increases at the daily rate of $12.6408;

3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.

e) On the $56,900.00 Note, as modified:

1) The sum of $85,020.17, of principal;

2) The sum of $138,280.92, of interest accrued as of March 28, 2019, and thereafter until its full and total payment, which interest amount increases at the daily rate of $12.2289;

3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.

26. The indebtedness evidenced by the aforementioned notes is secured by the mortgages over the properties described in this complaint.

27. Codefendant ESTHER RIVERA DETRES a/k/a ESTHER RIVERA is not currently active in the military service for the United States. Plaintiff is unable to provide a "Status Report pursuant to Servicemembers Civil Relief Act" for the remaining codefendants since we do not know their social security numbers. *See Exhibit 24*

28. The real estate property mentioned before is subject to the following liens in the rank indicated:

(A) Property 511:

1) Recorded liens with preference or priority over mortgage herein recorded:

-None.

2) Junior Liens with inferior rank or priority over mortgage herein executed:

a) MORTGAGE: Constituted by Luis Santaliz Capes (exclusively of him) married to Esther Rivera Detrés, in favor of Corporación de Crédito Agrícola, in the original principal amount of $34,845.00, with 9¾% annual interests, due on presentation, constituted by deed #197, executed in San Juan, Puerto Rico, on September 2, 1980, before Irma M. Marchand Notary Public, recorded at overleaf of page 58 of volume 127 of Las Marías, property number 511, 34th inscription.

b) MORTGAGE: Constituted by Luis Santaliz Capes (exclusively of him) married to Esther Rivera Detrés, in favor of Corporación de Crédito Agrícola, in the original principal amount of $60,000.00, with 9¾% annual interests, due on presentation, constituted by deed #157, executed in San Juan, Puerto Rico, on December 13, 1982, before Carmen Dolores Ruíz López Notary Public, recorded at page 60 of volume 127 of Las Marías, property number 511, 37th inscription.

c) SEIZURE: In favor of Fondo del Seguro del Estado, contribution on workers' understanding, in the amount of $3,144.10, Certification dated August 8, 1989. Annotated at margin of overleaf of page 63, volume 127 of Las Marías, dated September 20, 1989.

d) SEIZURE: In favor of Fondo del Seguro del Estado, contribution on workers' understanding, in the amount of $3,144.10, Certification dated May 3, 1995. Annotated at margin page 64, volume 127 of Las Marías, dated May 26, 1995.

e) Subject to the usufructuary widow quota in favor of Esther Rivera Detrés, as said in inscription 40, at page 135 of volume 163 of Las Marías.

f) RENEWAL SEIZURE: In favor of Fondo del Seguro del Estado, contribution on workers' understanding, in the amount of $3,144.10, Certification dated July 28, 1999. Annotated at overleaf of page 135, volume

163 of Las Marías, 42nd inscription, dated March 20, 2000.

g) RENEWAL SEIZURE: In favor of Fondo del Seguro del Estado, contribution on workers' understanding, in the amount of $3,144.10, Certification dated May 27, 2003. Annotated at page 136, volume 163 of Las Marías, 43rd inscription, dated June 2, 2003.

h) RENEWAL SEIZURE: In favor of Fondo del Seguro del Estado de PR, contribution on workers' understanding, in the amount of $3,144.10, Certification dated May 15, 2007. Annotated at page 136, volume 163 of Las Marías, 44th inscription, dated June 4, 2007; also at page 23, volume 10 of Registry of Federal Seizures of Las Marías; dated May 22, 2007, order number 1447, case number 35130-05584, against: Luis Santaliz Rivera, property: Maravilla Ward of 88.0184 cuerdas.

i) RENEWAL SEIZURE: In favor of Fondo del Seguro del Estado de PR, contribution on workers' understanding, in the amount of $3,144.10, Certification dated May 13, 2013. Annotated at overleaf of page 137, volume 163 of Las Marías, 45th inscription, dated May 31, 2013; also at page 29, volume 10 of Registry of Federal Seizures of Las Marías; dated May 21, 2013, order number 1473, case number 35130-05584, against: Succession Luis Santaliz Rivera, property: Maravilla Ward of 88.0184 cuerdas.

j) PREVENTIVE LAWSUIT ANNOTATION: Executed in the District Court of the United States of America for the Puerto Rico District, civil case #08-1081, for reason of Collection of Money and Foreclosure (30; 32; 33; 38 and 39 inscriptions) by United States of America, plaintiff, versus Succession of Luis Santaliz Capestany and join debtor Esther Rivera Detrés composed of his children: Alma González Vélez; Luissette Esther Santaliz Mártir; Yanira Santaliz Mártir and Luis A. Santaliz Brito, represented by Alma González Vélez as legal guardian, defendant, by the amount of $87,883.79; $7,380.23; $4,896.52; $85,020.17 and $7,686.15, plus interests, Order dated January 16, 2008, recorded at page 136 of volume 163 of Las Marías,

property number 511, annotation D dated February 12, 2008.

VERIFICATION

I, EDGAR MALDONADO MEDERO, of legal age, single, executive and resident of Toa Alta, Puerto Rico, in my capacity as Farm Loan Chief of the United States Department of Agriculture, San Juan, Puerto Rico, under the penalty of perjury, as permitted by Section 1746 of Title 28, United States Code, declare and certify:

1) My name and personal circumstances are stated above;

2) I subscribed this complaint as the legal and authorized representative of the plaintiff;

3) Plaintiff has a legitimate cause of action against the defendants above named which warrants the granting of relief requested in said complaint;

4) Defendants are a necessary and legitimate party to this action in view of the fact that they originated or assumed the mortgage obligation subject of this foreclosure, or bought the property subject to said mortgage;

5) From the information available to me and based upon the documents in the Farm Service Agency, it appears that defendants have not been declared incompetent by a court of justice with authority to make such a declaration;

6) I have carefully read the allegations contained in this complaint and they are true and correct to the best of my knowledge

and to the documents contained in the files of the Farm Service Agency;

7) I have carefully examined the Exhibits included to this complaint which are true and correct copies of the originals. The mortgage deeds have been duly recorded in the Property Registry.

I make the foregoing declaration under penalty of perjury, as permitted under Section 1746 of Title 28, United States Code.

In San Juan, Puerto Rico, this 14th day of June, 2019.

EDGAR MALDONADO MEDERO

PRAYER

WHEREFORE, plaintiff demands judgment as follows:

a) That defendants breached the contractual obligations claimed in this complaint;

b) All legal rights, titles and interests which the defendants may have in the property(ies) described in this complaint and any building or improvement thereon, be sold at public auction, as part of the judicial foreclosure of the mortgage lien(s) securing each loan obligation;

c) That the defendants and all persons claiming or who may claim by, from or under them, be absolutely barred and foreclosed from all rights and equity of redemption in

and to said loan security;

d) If the proceeds of said sale exceeds the sum of money to be paid to the United States as aforesaid, any such excess be deposited with the Clerk of this Court, subject to further orders from the Court;

e) Once the property is auctioned and sold, it is requested to the Clerk of this Court to issue a writ addressed to the Registry of the Property, ordering the cancellation of the foreclosed mortgage(s) and of any other junior liens recorded therein;

f) For such further relief as in accordance with law and equity may be proper.

In Guaynabo, Puerto Rico, this 28 day of June , 2019.

/s/ Juan Carlos Fortuño Fas
JUAN CARLOS FORTUÑO FAS
USDCPR 211913

FORTUÑO & FORTUÑO FAS, C.S.P.
P.O. BOX 9300
SAN JUAN, PR 00908
TEL. 787-751-5290
FAX. 787-751-6155
Email: dcfilings@fortuno-law.com

Exhibit 1

FmHA Form 1940-17 (S)
(Rev. 11-1-78)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION
PROMISSORY NOTE

TYPE OF LOAN
Type: FO
In accordance with:
X Consolidated Farm and Rural Development Act
Emergency Agricultural Credit Adjustment Act of 1978

Name: LUIS SANTALIZ CAPESTANY
State: PUERTO RICO
Office: LARES
Case Number: 63-34-581824701
Date: FEBRUARY 20, 1979

ACTION REQUIRING NOTE:

X Initial Loan
Subsequent Loan
Consolidation and Subsequent Loan
Consolidation
New Payment Plan
Reamortization
Sale on Credit
X Deferred Payments

FOR VALUE RECEIVED, the undersigned Borrower(s) and any other co-borrower, jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture (herein called the "Government"), or its representative, at its offices in LARES, PUERTO RICO, or at another location designated in writing by the Government, the principal sum of FIFTY-SIX THOUSAND NINE HUNDRED DOLLARS ($56,900.00), plus interest on the unpaid principal of EIGHT AND ONE HALF PERCENT (8.5%) PER ANNUM. If this note is for a Limited Resources Loan (indicated in the box above, under the heading "Type of Loan"), the Government may CHANGE THE INTEREST RATE, in accordance with the Farmers Home Administration regulations, not more frequently than a calendar trimester basis, and shall notify Borrower at his most current address by mail, with thirty (30) days' notice. The new interest rate shall not exceed the highest interest rate established by the Farmers Home Administration regulations for the type of loan indicated above.

Principal and interests shall be paid in 41 installments, as indicated below, unless modified by a different interest rate, on or before the following dates:

$100.00.....on January 1, 1980
$600.00.....on January 1, 1981

$700.00.....on January 1, 1982
$5,423.00.....on January 1, 1983

and $5,423.00 each January first subsequently thereafter until the principal and interests are completely paid, except for the final payment of the debt evidenced herein, which, if not sooner paid, shall be due and payable 40 years from the date of this note, with the exception that prepayments may be made as provided for below. The consideration hereof shall support any agreement modifying the schedule of payments.

If the total amount of the loan is not forwarded by the due date, the loan will be forwarded to Borrower, pursuant to request by Borrower and approval by the Government. Approval by the Government shall be granted only when the loan is requested for purposes authorized by the Government. Interests will accrue on the amount of each loan starting on the date these become effective as shown in the Payment Log at the end of this note. Borrower authorizes the Government to note the amount(s) and date(s) of any prepayment(s) in the Payment Log.

For any note that is reamortized, consolidated or with a new payment plan, interests accumulated as of the date of this instrument will be added to the principal and the new principal will accrue interests at the rate evidenced herein.

Every payment made on any indebtedness evidenced by this note shall be applied first to interests computed as of the effective payment date and then to the principal.

Payments in advance of scheduled installments, or any portion thereof, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in regulations (7 C.F.R. 1861.2) of the Farmers Home Administration, according to the source of the funds involved, shall, after payment of interest, be applied to the last installments to come due under this promissory note, and shall not affect Borrower's duty to pay the remaining installments as scheduled herein. If at any time the Government should assign this promissory note and insure payment of the same, the Borrower shall continue making payments to the Government as collecting agent of the holder.

If this note is held by an insured lender, advance payments made by Borrower may, at the Government's option, be transferred promptly by the Government to the holder, except the final payment, or such payments shall be retained by the Government and transferred to the holder either on an annual installment due date basis. The effective date of any advance payment retained and transferred by the Government to the holder on an annual installment due date basis shall be the date of Borrower's advance payment, and the Government shall pay the interest to which the holder is entitled, accruing between the effective date of any such advance payment and the date of the Treasury check paid to the holder.

Any amount forwarded or invested by the Government in order to collect on this promissory note or to preserve or protect the security of the loan or paid in any way under the terms of any security agreement or other instrument executed in relation to the loan

evidenced herein, shall, at the option of the Government, become part of the loan and shall accrue interest at the same rate as the principal of the debt evidenced herein and shall be immediately due and payable by the Borrower to the Government without the need of requirements.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced herein shall not be voluntarily leased, surrendered, sold, transferred, or encumbered, without the previous written consent of the Government. Unless the Government gives written consent to the contrary, Borrower will personally manage said property as a farm if this is a Farm Owner (FO) loan.

If "Consolidation and Subsequent Loan", "Consolidation", "Reamortization" or "New Payment Plan" is marked in the upper box of the first page titled "Action Requiring Note", this promissory note is executed to consolidate, reamortize or as evidence of a new payment plan, but not to satisfy the principal and interests of the following promissory note(s) or assumption agreement(s) (new terms):

AMOUNT OF NOTE: $
INTERESTS: %
DATE:
ORIGINAL BORROWER:
LAST INSTALLMENT DUE:

The security documents taken in relation to the loans evidenced by the described promissory notes or other stated obligations are not affected by the execution of this consolidation, reamortization or new payment plan. These security instruments shall remain in effect and the security offered for the loans evidenced by the described promissory notes shall continue to guarantee the loan evidenced by this promissory note and by any other stated obligations.

REFINANCING AGREEMENT: ~~If at any time the Government~~ determines that Borrower may be able to obtain a loan from a responsible cooperative or other private credit source at reasonable rates and terms for loans for similar purposes and time periods, Borrower shall, at the Government's request, apply for and accept a loan of a sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary shares.

DEFAULT: Failure to pay any debt described herein when due, or failure to comply with any condition or agreement of this document, shall constitute default under any other instrument evidencing a debt insured or guaranteed by the Government, or in any other way related to such debt, that the Borrower may have; and default under any other instrument shall constitute default under the terms of this document. UPON ANY SUCH DEFAULT, the Government, at its discretion, may declare all or part of such debt due and payable immediately.

This note is given as evidence of a loan to Borrower made or insured by the Government, pursuant to the Consolidated Farm and Rural Development Act or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan indicated in the box 'TYPE OF LOAN" above. This note is subject to the present regulations of Farmers Home Administration and to its future regulations not inconsistent with the stipulations expressed herein.

Presentation, protest, and notice are hereby expressly waived.

[Signature]
LUIS SANTALIZ CAPESTANY (BORROWER)
[Signature]
ESTER RIVERA DETRES (BORROWER)

BOX 175
LAS MARIAS, P.R. 00670

The amount of this promissory note and the mortgage securing it, reamortized on June 19, 1985, had an unpaid balance of $82,638.29, with interests at the rate of 8.5% per annum; it shall accrue interest at the rate of 5.25% per annum and shall be paid as follows:
$300.00 on January 1st, 1986; $300.00 on January 1st, 1987; $5,578.00 on January 1st, 1988 and that same amount on every January first subsequently thereafter, except for the final payment of the debt evidenced herein, which shall be paid on or before January first, 2017, pursuant to deed number 105, dated June 19, 1985, before the Notary Ramón Rafael Lugo Beauchamp. I BEAR WITNESS.
Lares, Puerto Rico, June 19, 1985.
[Signature]
RAMON RAFAEL LUGO BEAUCHAMP
[Seal]

PAYMENT LOG

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
$42,900.00	2-20-79	$		$	
$14,000.00	03-21-79				

TOTAL: $56,900.00

The following lots have been released from this mortgage:
Lot number 1: 548.3297 meters squared, recorded on page 215, volume 143 of Las Marías, farm number 4457;
Lot number 2: 549.2385 meters squared, recorded on page 223, volume 143 of Las Marías, farm number 4458;
Lot number 3: 505.8749 meters squared, recorded on page 231, volume 143 of Las Marías, farm number 4459;

Lot number 4: 507.7778 meters squared, recorded on page 239, volume 143 of Las Marías, farm number 4460;
Lot number 5: 646.3852 meters squared, recorded on page 247, volume 143 of Las Marías, farm number 4461;
Lot number 6: 577.3745 meters squared, recorded on page 1, volume 144 of Las Marías, farm number 4462;
Lot number 7: 557.7148 meters squared, recorded on page 9, volume 144 of Las Marías, farm number 4463;
Lot number 8: 518.6524 meters squared, recorded on page 17, volume 144 of Las Marías, farm number 4464;
in consideration of the payment received of $6,272.00.

In Arecibo, P.R., December 24, 1992
[Signature]
RAMON RAFAEL LUGO BEAUCHAMP
NOTARY PUBLIC
[Seal]

The amount of $4,985.00 has been paid towards this promissory note through check number 93-8378, made out to the Farmers Home Administration, in accordance with the records for case K EF92-133(707) of the Superior Court, San Juan Courthouse, regarding Compulsory Expropriation and I refer to the original file.

In San Juan, Puerto Rico, March 1, 1993
[Signature]
Paulita Santiago Cartagena
Secretary General
[Seal]

CERTIFICATION
I, ILEANA ECHEGOYEN, of legal age, single, a resident of Rio Piedras, Puerto Rico, in my official capacity as State Director of the Farmers Home Administration, U.S. Department of Agriculture, hereby declare under penalty of perjury that this is a true and exact copy of the original document which I have under my custody.
San Juan, Puerto Rico
[Signature]
ILEANA ECHEGOYEN
State Director

CERTIFICATE

I hereby certify that the attached Promissory Note is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced, competent and certified to translate from Spanish into English.

DATED this 4th day of April of 2005.

Nicole Harris

WITNESS my hand and official seal hereto affixed this
4th day of April of 2005.

Signature

Notary Public
State of Washington
Rosa Walker
Commission Expires 02-01-06

Print Name: Rosa Walker
Notary Public in and for the State of Washington
My appointment expires: 02/01/06

Exhibit 2

Forma FmHA 1940-17 (S)
(Rev. 11-1-78)

DEPARTAMENTO DE AGRICULTURA DE ESTADOS UNIDOS
ADMINISTRACION DE HOGARES DE AGRICULTORES

PAGARE

CLASE DE PRESTAMO
Tipo: FO
De acuerdo a:
☒ Consolidated Farm & Rural Development Act
☐ Emergency Agricultural Credit Adjustment Act of 1978

Nombre: LUIS SANTALIZ CAPESTANY	
Estado: PUERTO RICO	Oficina: LARES
Caso Núm. 63-34-581824701	Fecha: 20 DE FEBRERO DE 1979

ACCION QUE REQUIERE PAGARE:
☒ Préstamo Inicial
☐ Préstamo Subsiguiente
☐ Consolidación y préstamo subsiguiente
☐ Consolidación
☐ Nuevo Plan de Pago
☐ Reamortización
☐ Venta a Crédito
☒ Pagos Diferidos

POR VALOR RECIBIDO, el Prestatario(s) subscribiente y cualquier otro co-deudor mancomunada y solidariamente pagaremos a la orden de Estados Unidos de América, actuando por conducto de la Administración de Hogares de Agricultores del Departamento de Agricultura de los Estados Unidos (denominado en adelante el "Gobierno") o su cesionario en su oficina en LARES, PUERTO RICO o en otro sitio designado por el Gobierno por escrito, la suma principal de CINCUENTA Y SEIS MIL NOVECIENTOS ----00/100 dólares ($ 56,900.00) más intereses sobre el principal adeudado al OCHO Y MEDIO POR CIENTO (8 1/2 %) anual. Si este pagaré es para un préstamo de Recursos Limitados (indicado en el encasillado superior "Clase de Préstamo"), el Gobierno puede **CAMBIAR EL PORCIENTO DE INTERES**, de acuerdo con los reglamentos de la Administración de Hogares de Agricultores, no más frecuente que trimestralmente, notificando por correo al Prestatario con treinta (30) días de anticipación a su última dirección. El nuevo tipo de interés no deberá exceder el porciento de interés más alto establecido en los reglamentos de la Administración de Hogares de Agricultores para el tipo de préstamo arriba indicado.

Principal e intereses serán pagados en 41 plazos, según indicado abajo, excepto si es modificado por un tipo de interés diferente, en o antes de las siguientes fechas:

$ 100.00	en enero 1, 1980	$	en enero 1, 19 ;
$ 600.00	en enero 1, 1981	$	en enero 1, 19 ;
$ 700.00	en enero 1, 1982	$	en enero 1, 19 ;
$ 5,423.00	en enero 1, 1983	$	en enero 1, 19 ;
$	en enero 1, 19 ;	$	en enero 1, 19 ;

y $ 5,423.00, subsiguientemente en enero 1 de cada año hasta que el principal e intereses sean completamente pagados excepto que el plazo final de la deuda aquí evidenciada, de no ser pagada anteriormente, vencerá y será pagadero en 40 años de la fecha de este pagaré y excepto que se podrán hacer pagos adelantados según se provee más abajo. La consideración aquí envuelta respaldará cualquier convenio modificando el plan de pagos.

Si la cantidad total del préstamo no es adelantada a la fecha del cierre, el préstamo será adelantado al Prestatario según solicitado por el Prestatario y aprobado por el Gobierno. La aprobación del Gobierno será dada siempre y cuando el adelanto es solicitado para un propósito autorizado por el Gobierno. Se acumularán intereses por la cantidad de cada adelanto desde su fecha actual como se demuestra en el Registro de Adelantos en el final de este pagaré. El Prestatario autoriza al Gobierno a anotar la(s) cantidad(es) y fecha(s) de tal(es) adelanto(s) en el Registro de Adelantos.

En cada pagaré reamortizado o consolidado, o con un nuevo plan de pago, los intereses acumulados a la fecha de este instrumento deberán ser sumados al principal y ese nuevo principal acumulará intereses a razón del porciento evidenciado por este instrumento.

Todo pago hecho en cualquier deuda representada por este pagaré será primero aplicado a intereses computados a la fecha efectiva del pago y después al principal.

Este Pagaré se otorga como evidencia de un préstamo al Prestatario concedido o asegurado por el Gobierno de conformidad con la Consolidated Farm and Rural Development Act o el Emergency Agricultural Credit Adjustment Act of 1978 y para el tipo de préstamo según indicado en el encasillado "CLASE DE PRESTAMO" más arriba. Este Pagaré está sujeto a los reglamentos presentes de la Administración de Hogares de Agricultores y a sus futuros reglamentos no inconsistentes con las estipulaciones aquí consignadas.

Presentación, protesto y aviso son por la presente expresamente renunciados.

El importe de este pagaré y la hipoteca que lo garantiza reamortizado al día 19 de junio de 1985 dió un saldo deudor montante a la suma de $82,638.29 con intereses a razón de 8.5% anual, el cual devengará intereses a razón de 5.25% anual y el cual habrá de ser pagado en la siguiente forma:- $300.00 en enero lero. de 1986; $300.00 en enero lero. de 1987, $5,578.00 en enero lero. de 1988 y esa misma cantidad en o antes de cada enero primero subsiguiente excepto el pago final del total de la deuda aquí evidenciada se hará en ó antes del primero de enero del año 2,017, según resulta de la escritura número 105 de fecha 19 de junio de 1985 ante el Notario Ramón Rafael Lugo Beauchamp. DOY FE.--------
---En Lares, Puerto Rico a 19 de junio de 1985.

---RAMON RAFAEL LUGO BEAUCHAMP
Notario-Público

RAMON RAFAEL LUGO
ABOGADO
NOTARIO
POR VOLUNTAD DE DIOS

Luis Santaliz Capestany (Prestatario)

Esther Rivera Detrés (Prestatario)

Box 175

Las Marias, P.R. 00670

REGISTRO DE ADELANTOS					
CANTIDAD	FECHA	CANTIDAD	FECHA	CANTIDAD	FECHA
$ 42,900.00	2-20-79	$		$	
$ 14,000.00	03-21-79	$		$	
$		$		$	
$		$		$	
			TOTAL	$ 56,900.00	

Exhibit 3

FmHa Form 427-1 PR
10/77

NUMBER EIGHTEEN

VOLUNTARY MORTGAGE

In Mayaguez, Puerto Rico, on February twenty, nineteen seventy-nine.

BEFORE ME

ENRIQUE ALCARAZ CASABLANCA, Attorney and Notary Public for the island of Puerto Rico, with residence in Mayaguez, Puerto Rico and offices in Mayaguez, Puerto Rico.

THERE NOW APPEAR:

The persons named in paragraph TWELFTH of this mortgage, hereinafter called the "mortgagor," and whose personal circumstances appear in said paragraph.

I, the Notary, attest to personal acquaintance of the parties, as well as to their statements regarding their age, marital status, profession, and residence.

They assure me they are in full exercise of their civil rights and the free administration of their property, and they have, in my judgment, the necessary legal capacity to execute this document.

THEY DECLARE:

FIRST: That the mortgagor is the owner of the farm or farms described in paragraph ELEVENTH, and of all rights and interests in the same, referred to hereinafter as "the property."

SECOND: That the property mortgaged herein is subject to the liens specified in paragraph ELEVENTH herein.

THIRD: That the mortgagor is indebted to the United States of America, acting through the Farmers Home Administration, referred to hereinafter as the "mortgagee," in connection with

THIRD: That the mortgagor is indebted to the United States of America, acting through the Farmers Home Administration, referred to hereinafter as "mortgagee," in connection with a loan or loans represented by one or more promissory notes or subrogation agreements, referred to hereinafter as "the note," whether one or more. It is required by the Government that additional monthly payments of one twelfth of the taxes, insurance premiums, and other charges on the mortgaged property.

FOURTH: It is understood that:

B

(One) The note represents a loan or loans to mortgagor in the principal amount specified herein, granted with the purpose and intention that the mortgagee may at any time surrender the note and insure the payment thereof pursuant to the Act of 1961, consolidating the Farmers Home Administration, or Title Five of The Housing Act of 1949, as amended.

(Two) When payment of the note is guaranteed by the mortgagee, it may be transferred from time to time, and each holder of said note will in turn be considered the insured lender.

(Three) When payment of the note is insured by the mortgagee, the mortgagee will execute and deliver to the insured lender, along with the note, an insurance endorsement fully guaranteeing payment of the principal and interest on said note.

(Four) Whenever payment of the note is insured by the mortgagee, the mortgagee, by agreement with the insured lender, shall determine on the insurance endorsement the portion of the note's interest to be designated as "annual charges."

(Five) As a condition of the insurance of the note's payment, the holder will surrender all rights and remedies against the mortgagor and any others in connection with said loan, as well as any benefit of this mortgage, and will accept in its place the insurance benefits, and in the event that the mortgagor violates any agreement or stipulation contained herein, or in the note, or in any other supplementary agreement, the mortgagee may require the note to be endorsed to himself.

(Six) It is the purpose and intent of this mortgage that, among other things, whenever the note is held by the mortgagee, or in the event the mortgagee should transfer this mortgage without insuring the note, this mortgage shall guarantee payment of the note; but when the note is held by an insured lender, this mortgage shall not guarantee payment of the note, nor shall it form any part of the debt represented thereby, but the note and said debt shall constitute an indemnity mortgage to insure the mortgagee against any loss under its insurance endorsement by reason of any default by the mortgagor.

FIFTH: That, in consideration of said loan and (a) whenever the note is held by the mortgagee, or in the event that the mortgagee should transfer this mortgage without insuring the note's payment, in guarantee of the amount of the note as specified in subparagraph (one) of paragraph NINTH, with interest at the rate stipulated, and to insure prompt payment of said note, and any renewals or extensions thereof, and any agreements contained therein, (b) whenever the note is held by an insured lender guaranteeing the amounts specified in subparagraph (two) of paragraph NINTH, in order to guarantee compliance with the mortgagor's agreement to indemnify and hold harmless the mortgagee against losses under its insurance endorsement by reason of any default by the mortgagor, and (c) in any event and at all times whatsoever, to guarantee the additional amounts specified in subparagraph (three) of paragraph NINTH, and to insure mortgagor's compliance with each and every agreement and stipulation herein, or in any

supplementary agreement, mortgagor hereby grants to mortgagee a voluntary mortgage on the property described in paragraph ELEVENTH, together with all rights, interests, easements, inheritances, and appurtenances thereto belonging; all income, credits, profits, revenues; all improvements or personal property thereto attaching, at present or in the future, or which are reasonably necessary for the use thereof; all water, water rights, or shares in said rights; pertaining to the farms, and all payments at any time owing to mortgagor by virtue of the sale, lease, transfer, conveyance, or total or partial expropriation of, or injury to, any part thereof, or to their interests, it being understood that this mortgage will continue in full force and effect until all amounts specified in paragraph NINTH, with interest before and after maturity, until they have been paid in full. In case of foreclosure, the property will be responsible for the payment of the principal, interest thereon before and after maturity, losses sustained by mortgagee as insurer of the note, taxes, insurance premiums, or any other disbursements or advances by mortgagee, to be paid by mortgagor with interest until all costs and expenses, including fees of mortgagee's attorneys, are paid to mortgagee, along with all extensions and renewals of said obligations, with interest, and all other charges and additional amounts specified in paragraph NINTH.

SIXTH: Mortgagor explicitly agrees to the following:

(One) To pay promptly to the mortgagee any debt herein guaranteed and to indemnify and hold mortgagee harmless against any loss under its insurance for payment of the note by reason of any default by mortgagor. Whenever the note is held by an insured lender, mortgagor shall continue making payments on the note to mortgagee, as collection agent for the holder.

(Two) To pay the mortgagee an initial fee for inspection and appraisal and any delinquency charges, now or hereafter required by Farmers Home Administration regulations.

(Three) Whenever the note is held by an insured lender, any amount due and unpaid under the terms of the note, less the amount of the annual charge, may be paid by mortgagee to the holder of the note under the terms of the note and of the insurance endorsement referred to in the above paragraph FOURTH, the responsibility of the mortgagor.

Any amount due and unpaid under the terms of the note, whether it is held by mortgagee or by an insured lender, may be credited to the note by mortgagee, and shall thus constitute an advance by mortgagee, the responsibility of mortgagor.

Any advance by mortgagee as described in this subparagraph shall bear interest at the annual rate of EIGHT AND ONE HALF PERCENT (8.5%), from the date on which payment was due until the date on which mortgagor pays the debt.

(Four) Whether or not the note is insured by mortgagee, any and all amount advanced by mortgagee for insurance premiums, repairs, liens, or other claims for the protection of the

mortgaged property, or for taxes or assessments or other similar charges due to mortgagor's failure to pay said charges, shall bear interest at the rate stated in the preceding subparagraph, from the date of the advance until mortgagor pays said advance.

(Five) All advances made by mortgagee as described in this mortgage, with interest, shall be immediately due and payable by mortgagor to mortgagee without need for advance notification in the place designated in the note, and shall be guaranteed by this mortgage. No advance by mortgagee shall relieve mortgagor from breach of his covenant to pay. Such advances, with interest, shall be repaid from the first payments received from mortgagor. In the absence of such advances, all payments verified by mortgagor may be applied to the note or to any other mortgagee debt guaranteed herein, in the order determined by mortgagee.

(Six) To use the amount of the loan indicated in the note solely for purposes authorized by mortgagee.

(Seven) To pay when due all taxes, special assessments, liens, and charges encumbering the property or the rights or interests of mortgagor under the terms of this mortgage.

(Eight) To obtain and maintain insurance against fire and other hazards as required by mortgagee on all existing buildings and property improvements, as well as on all future improvements. The insurance against fire and other hazards will be in the form, in the amount, and on the terms and conditions approved by mortgagee.

(Nine) To keep the property in good condition and to promptly make all necessary repairs in order to preserve the property; he will refrain from any activity, or from allowing any activity, which would result in the deterioration of the property; he will not remove nor demolish any building or improvement on the property; nor will he cut or remove wood from the farm, nor remove nor permit to be removed gravel, sand, oil, gas, coal, or other minerals, without mortgagee's consent, and will promptly carry out the repairs on the property that mortgagee may request from time to time. Mortgagor shall comply with soil conservation practices and farm and home management plans that mortgagee may prescribe from time to time.

(Ten) If this mortgage is granted for a loan to a farm owner as identified in Farmers Home Administration regulations, the mortgagor shall personally manage the property, on his own or through family labor, as a farm and for no other purpose, and shall not lease the farm, nor any part of it, unless mortgagee gives written consent to another method of operation or lease.

(Eleven) To submit information regarding income and expenses and any other information related to the management of the property, in the form and manner the mortgagee may require, and to comply with all laws, ordinances, and regulations affecting the property or its use.

(Twelve) Mortgagee, along with his agents and attorneys, shall at all times have the right

to inspect and examine the property for the purpose of ascertaining whether security is deteriorating or being compromised, and if such inspection or examination shall disclose, in mortgagee's judgment, that security is in fact deteriorating or being compromised, this shall constitute a breach by mortgagor of this mortgage agreement.

(Thirteen) If any other person interferes with or contests mortgagor's rights of possession of the property, mortgagor shall immediately notify mortgagee of such action, and mortgagee may decide to institute the measures necessary to defend his interests, and any costs or expenditures incurred by mortgagee due to said measures will be added to mortgagor's debt, and will be guaranteed by this mortgage as additional credits under the clause regarding advances, expenditures and other payments.

(Fourteen) If at any time while this mortgage remains in effect, mortgagor shall abandon the property or voluntarily return it to mortgagee, mortgagee is hereby authorized and empowered to take possession of the property, to lease and administer it, and to collect the rents, benefits, and income from them, and to apply them first to the costs of collection and administration, and secondly to the payment of the debt described by the note or any other debt to mortgagee herein guaranteed, in the order and manner to be determined by mortgagee.

(Fifteen) At any time that mortgagee determines that mortgagor may be able to obtain a loan from a production credit association, from a Federal Bank or other responsible source, whether cooperative or private, with a rate of interest and terms that are reasonable for loans of similar duration and purposes, then mortgagor, at mortgagee's request, will apply for and accept such a loan in a sufficient amount to pay the note and any other debt guaranteed herein, and to pay for the necessary shares in the cooperative agency with respect to such a loan.

(Sixteen) In the event of default in the discharge of any obligation guaranteed by this mortgage, or if mortgagor, or any other person included herein as a mortgagor, defaults in the payment of any amount, or violates or fails to comply with any clause, condition, stipulation, covenant, or agreement contained herein, or in any supplementary agreement, or if mortgagor dies or is declared incompetent, bankrupt, or insolvent, or makes a transfer for the benefit of creditors, or if the property or any part thereof or interest therein is sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise, without mortgagee's written consent, then mortgagee is irrevocably authorized and empowered, at his discretion and without notice: (One) to declare all debt left unpaid under the terms of this note, or any other debt to mortgagee guaranteed herein, immediately due and payable, and to proceed to foreclosure in accordance with the law and the provisions thereof; (Two) to incur and pay reasonable expenses for the repair and maintenance of the property and any expenses or obligations that mortgagor failed to pay as agreed in this mortgage, including taxes, assessments, insurance premiums, and any other expenses or costs for the protection and preservation of the property and of this mortgage, or for violation of any provision of this mortgage; and (Three) to request the protection of the law.

(Seventeen) Mortgagor shall pay, or shall reimburse mortgagee for all necessary expenses for the fulfillment of the covenants and agreements of this mortgage, and of the note and of any supplementary agreement, including the costs of surveying, title search, court costs, deed recording, and attorneys' fees.

(Eighteen) Without in any way affecting mortgagee's right to require and enforce at any subsequent date the covenants, agreements, or obligations herein set forth, or other similar agreements, and without affecting the liability of any person for payment of the note or any other debt herein guaranteed, and without affecting the lien created upon the property or the priority of said lien, mortgagee is hereby authorized and empowered at any time: (one) to waive the performance of any agreement or obligation contained herein, or in the note, or in any supplementary agreement; (two) to negotiate with mortgagor or to grant to mortgagor any indulgence or forbearance or extension of the time for payment of the note (with the consent of the note's holder when it is held by an insured lender), or for payment of any debt to the mortgagee herein guaranteed; or (three) to execute and deliver partial releases of any part of the mortgaged property described herein, or to grant deferment or postponement of this mortgage to any other lien on the property.

(Nineteen) All rights, title, and interest in or on this mortgage, including but not limited to the power to grant consent, partial releases, subordination, and revocation, shall be vested solely and exclusively in the mortgagee, and no insured lender shall have any right, title, or interest in or on this mortgage and any benefits herein contained.

(Twenty) Default on this mortgage shall constitute default on any other mortgage, loan, or real estate mortgage held or insured by mortgagee, and executed or assumed by mortgagor; and default on any such instrument shall constitute default on this mortgage.

(Twenty-One) All notices to be given under the terms of this mortgage shall be sent by certified mail unless otherwise required by law, and shall be addressed until some other address is designated in a notice provided to that effect, in the case of mortgagee, to Farmers Home Administration, United States Department of Agriculture, San Juan, Puerto Rico; and in the case of mortgagor, to him at his residence address as stated below.

(Twenty-Two) Mortgagor hereby grants to mortgagee the amount of any judgment obtained through forced expropriation for public use of the property or any part thereof, as well as the amount of any judgment for damages to the property. Mortgagee will apply the amount so received to pay costs incurred in collection, and the balance will apply to payment of the note, and any indebtedness to mortgagee guaranteed by this mortgage, and if any amount then remains, will pay such amount to mortgagor.

SEVENTH: That for the purpose of the first auction to be held in case of foreclosure of this mortgage, in accordance with mortgage law, as amended, mortgagor does hereby appraise the mortgaged property in the amount of FIFTY-SIX THOUSAND NINE HUNDRED DOLLARS ($56,900.00).

EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be considered in default with no need for prior notification by mortgagee. This mortgage is subject to the regulations of the Farmers Home Administration now in effect, and to future regulations, not inconsistent with the provisions of this mortgage, as well as to the laws of the United States Congress authorizing and insuring the aforementioned loan.

NINTH: The amounts guaranteed by this mortgage are as follows:

One. Whenever the note referred to in paragraph THIRD of this mortgage is held by mortgagee, or in the event mortgagee should transfer this mortgage without insuring the note: FIFTY-SIX THOUSAND NINE HUNDRED DOLLARS ($56,900.00), the note's principal, together with interest as stipulated at the annual rate of EIGHT AND ONE HALF PERCENT (8.5%).

Two. Whenever the note is held by an insured lender:

(A) FIFTY-SIX THOUSAND NINE HUNDRED DOLLARS ($56,900.00), to compensate mortgagee for advances to the insured lender because of mortgagor's failure to pay the installments as specified in the note, with interest as indicated in paragraph SIXTH, subparagraph three;

(B) EIGHTY-FIVE THOUSAND THREE HUNDRED AND FIFTY DOLLARS ($85,350.00), to further compensate mortgagee against any losses suffered under its insurance for payment of the note;

Three. In any event and at any time:

(A) TWENTY-TWO THOUSAND SEVEN HUNDRED AND SIXTY DOLLARS ($22,760.00) for interest upon default;

(B) ELEVEN THOUSAND THREE HUNDRED AND EIGHTY DOLLARS ($11,380.00) for taxes, insurance, and other advances for the preservation and protection of this mortgage, with interest at the rate stipulated in paragraph SIXTH, subparagraph three;

(C) FIVE THOUSAND SIX HUNDRED AND NINETY DOLLARS ($5,690.00) for court costs, expenses, and attorneys' fees in case of foreclosure;

(D) FIVE THOUSAND SIX HUNDRED AND NINETY DOLLARS ($5,690.00) for court costs and expenses incurred by mortgagee in proceedings to defend his interests against any other person interfering with or contesting the mortgagor's right of possession of the property, as provided in paragraph SIXTH, subparagraph thirteen.

TENTH: That the note referred to in the THIRD paragraph of this mortgage is described as follows:

"Promissory note executed in case number sixty-three dash eighteen dash five, eight, one, eight, two, four, seven, zero, one, dated February twenty (20), nineteen seventy-nine (1979), in the amount of FIFTY-SIX THOUSAND NINE HUNDRED DOLLARS ($56,900.00) of principal, plus interest on the unpaid principal at the rate of EIGHT AND ONE HALF PERCENT (8.5%) per annum, until the principal is paid entirely according to the terms, installments, conditions, and stipulations contained in the note, and as agreed between the borrower and the Government; except that the final installment of the debt represented herein, if not previously paid, will be due and payable FORTY (40) years as of the date of this note.

Said note is granted as evidence of a loan made by the Government to the borrower, pursuant to the law of the US Congress known as "Consolidated Farm and Rural Development Act of 1961," or pursuant to "Title V of the Housing Act of 1949," both as amended, and is subject to present Farmers Home Administration regulations, and to future regulations which are not inconsistent with these laws. To said note, I, the authorizing Notary, BEAR WITNESS.

ELEVENTH: That the property which is the subject of this deed and for which this voluntary mortgage is furnished, is described as follows:

RURAL: Consisting of EIGHTY-NINE POINT ONE FOUR ZERO EIGHT *CUERDAS**, located in Barrio MARAVILLA in the municipality of LAS MARIAS, Puerto Rico. It has the following boundaries: to the NORTH, presently with Francisco Mártir, previously Antonio Rodríguez, separated by a stream, Juan Mártir, Santiago Rodríguez, the PRRA, presently Bernardo Méndez, previously Gabino Carrera, separated by a pipe and Fernando Guilloty, previously Pedro González; to the SOUTH, with José Ríos, the PRRA, José Carlos Lugo; to the EAST, presently with Bernardo Méndez, previously Angel Colón and Augusto Cruz, separated by a stream; and to the WEST, presently the Lavergne rural community, separated by a stream, previously properties of Lucas Lavergne, separated by a stream. The highway that runs from San Sebastián to Las Marías crosses it from north to south.
It bears a residential home, built of wood and with a corrugated zinc roof. The dimensions are as follow: thirty-eight feet across by twenty-seven feet deep. It has three bedrooms with closets, a dining-living room, a bathroom, a kitchen and a balcony.

Recorded on page 64, volume 52 of Las Marías, farm number 511, eighteenth title recording.

The borrower acquired said farm through purchase from _____, pursuant to deed number four (4), dated January eight, nineteen fifty-one, executed in the city of Mayaguez, P.R., before the Notary Oscar Souffront .

*Translator's note: "Cuerda" is an area measurement equivalent to 3930.3956 meters squared. From Maria Moliner's *Diccionario del Uso del Español*.

Said property is encumbered by _____.

TWELFTH: The parties appearing herein as Mortgagors are MR. LUIS SANTALIZ CAPESTANY and his wife MRS. ESTHER RIVERA DETRES, both of legal age, married to each other, property owners and residents of Las Marías, Puerto Rico, whose mailing address is: Box 175, Las Marías, Puerto Rico.

THIRTEENTH: The loan amount consigned herein was used or will be used for agricultural purposes and for construction and/or repair and or improvements of the facilities of the described property.

FOURTEENTH: The borrower will personally occupy and use any structure that is constructed, improved, or purchased with the proceeds of the loan herein guaranteed, and shall not lease or use said structure for other purposes, unless the Government gives consent in writing. Violation of this clause, as well as violation of any other agreement or clause contained herein, will cause the debt to become due as if the whole term had elapsed, and the Government may declare the loan due and payable, and may proceed to foreclosure of the mortgage.

FIFTEENTH: This mortgage expressly extends to any constructions or buildings currently existing on the aforementioned farm, and to all improvements, constructions, or buildings to be constructed on said farm while the Government's mortgage loan is in effect, as verified by the present owners/debtors or by their trustees or executors.

SIXTEENTH: Mortgagor hereby waives jointly and severally for himself and on behalf of his heirs, trustees, successors, or representatives, in favor of mortgagee (Farmers Home Administration), any present or future Homestead right that he may have on the property described in paragraph eleven, and in the buildings thereon, or which may be constructed in the future; this waiver being permitted in favor of the Farmers Home Administration by Law Number Thirteen (13) of May twenty-eight (28), nineteen sixty-nine (1969) (31. L.P.R.A. 1851).

SEVENTEENTH: The mortgagor and the mortgagee are agreed that any stove, oven, or heater purchased that is either totally or partially financed with the funds of the loan herein guaranteed, are considered and interpreted as part of the property encumbered by this deed.

EIGHTEENTH: Any construction, improvement or building constructed on said farm during the hereinbefore mentioned period, shall be constructed with the prior written authorization of the mortgagee, according to the current regulations and any future ones that may be promulgated in accordance with federal law or local law, that are not inconsistent or incompatible with the present laws governing these types of loans.

The appearing parties accept this deed, having found it agrees with their wishes. I, the Notary, gave them the pertinent legal warnings, which they understood.

So the parties state and execute this deed before me, the Notary, and, informed of their right to read it themselves, which they waived, I, the Notary, proceeded to read this deed aloud in its entirety. They ratify its contents and sign it, also placing their initials in the margin of each and every page of this original. I, the Notary, thus CERTIFY AND BEAR WITNESS.

SIGNED: LUIS SANTALIZ CAPESTANY, ESTHER RIVERA DETRES.

SIGNED, STAMPED, SEALED AND ENDORSED: E. ALCARAZ CASABLANCA.
I CERTIFY: That this is a true and exact copy of the original which I issue to one of the parties concerned on the same day of its execution.
The applicable Sales Tax and Notary Tax seals have been cancelled in the original.
[Signature]
Notary Public
[Seal]

Recorded on page 51, side two, volume 84 of Las Marías, farm #511, 30th recording.
Title and also encumbered by mortgages to the Agricultural Credit Corporation in the amounts of $6,400.00 and $13,900.00.
Mayaguez, March 5, 1979
[Signature]
Property Recorder
No fees.
[Seals]

[Translator's note: A hand-written note at the foot of the page is translated as follows:]
Except for mortgages to Agricultural Cred. Corp., in the process of being released [illegible].
[Signature]
3/13/79

CERTIFICATE

I hereby certify that the attached Voluntary Mortgage is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced, competent and certified to translate from Spanish into English.

DATED this 4th day of April of 2005.

Nicole Harris

WITNESS my hand and official seal hereto affixed this
4th day of April of 2005.

Signature

Notary Public
State of Washington
Rosa Walker
Commission Expires 02-01-06

Print Name: Rosa Walker
Notary Public in and for the State of Washington
My appointment expires: 02/01/06

Forma FmHA-427-1 PR
5/76

NUMERO **DIEZ Y OCHO**

HIPOTECA VOLUNTARIA

En **Mayaguez, Puerto Rico, a VEINTE de FEBRERO de mil novecientos setenta y nueve.**

ANTE MI

LICENCIADO ENRIQUE ALCARAZ CASABLANCA,

Abogado y Notario Público de esta Isla con residencia y vecindad en **Mayaguez, Puerto Rico,** y oficina en **Mayaguez, Puerto Rico.**

COMPARECEN

Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denominados de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales aparecen de dicho párrafo.

Doy fe del conocimiento personal de los comparecientes, así como por sus dichos de su edad, estado civil, profesión y vecindad.

Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorgamiento.

EXPONEN

PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el párrafo UNDECIMO así como de todos los derechos e intereses en las mismas, denominada de aquí en adelante "los bienes".

SEGUNDO: Que los bienes aquí hipotecados están afectos a los gravámenes que se especifican en el párrafo UNDECIMO.

TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de América, actuando por conducto de la Administración de Hogares de Agricultores, denominado de aquí en adelante el "acreedor hipotecario", en relación con un préstamo o préstamos evidenciado por uno o más pagarés o convenio de subrogación, denominado en adelante el "pagaré", sean uno o más. Se requiere por el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de las contribuciones, avalúos (impuestos), primas de

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seguros y otros cargos que se hayan estimados sobre la propiedad hipotecaria.

CUARTO: Se sobreentiende que:

(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la suma de principal especificada en el mismo, concedido, con el propósito y la intención de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y asegurar su pago de conformidad con el Acta de mil novecientos sesenta y uno consolidando la Administración de Hogares de Agricultores o el Título Quinto de la Ley de Hogares de mil novecientos cuarenta y nueve, según ha sido enmendada.

(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el prestamista asegurado.

(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acreedor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con el pagaré un endoso de seguro garantizando totalmente el pago de principal e intereses de dicho pagaré.

(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado, determinarán en el endoso de seguro la porción del pago de intereses del pagaré que será designada como "cargo anual".

(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tenedor cederá todos sus derechos y remedios contra el deudor hipotecario y cualquiera otro en relación con dicho préstamo así como también a los beneficios de esta hipoteca y aceptará en su lugar los beneficios del seguro, y en caso de violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en cualquier convenio suplementario por parte del deudor hipotecario, a requerimiento del acreedor hipotecario endosará el pagaré al acreedor hipotecario.

(Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en que el acreedor hipotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca garantizará el pago del pagaré pero cuando el pagaré

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esté en poder de un prestamista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte de la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda, constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incumplimiento por parte del deudor hipotecario. ————————————————————

QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré sea conservado por el acreedor hipotecario o en el caso de que el acreedor hipotecario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del importe del pagaré según se especifica en el subpárrafo (Uno) del párrafo NOVENO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho pagaré, su renovación o extensión y cualquier convenio contenido en el mismo, (b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garantía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí consignado, para garantizar el cumplimiento del convenio del deudor hipotecario de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el endoso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cualquier caso y en todo tiempo en garantía de las sumas adicionales consignadas en el subpárrafo (Tres) del párrafo NOVENO de este instrumento y para asegurar el cumplimiento de todos y cada uno de los convenios y estipulaciones del deudor hipotecario aquí contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por la presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre los bienes descritos en la párrafo UNDECIMO más adelante, así como sobre los derechos, intereses, servidumbres, derechos hereditarios, adhesiones pertenecientes a los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e ingreso de los mismos, toda mejora o propiedad personal en el presente o que en el futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos, sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a las fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre ellas, siendo entendido que este gravámen quedará en toda su fuerza y vigor hasta que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y después del vencimiento hasta que los mismos hayan sido pagados en su totalidad. En caso de ejecución, los bienes responderán del pago del principal, los intereses antes y después de vencimiento, hasta su total

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solvento, pérdida sufrida por el acreedor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cualquier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas, gastos y honorarios de abogado del acreedor hipotecario, toda extensión o renovación de dichas obligaciones con intereses sobre todas y todo otro cargo o suma adicional especificada en el párrafo NOVENO de este documento. ———

SEXTO: El deudor hipotecario expresamente conviene lo siguiente:———

(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda aquí garantizada e indemnizar y conservar libre de pérdida al acreedor hipotecario bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario. En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor hipotecario como agente cobrador del tenedor del mismo. ———————————————————

(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación y cualquier cargo por delincuencia requerido en el presente o en el futuro por los reglamentos de la Administración de Hogares de Agricultores.

(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegurado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido en el párrafo CUARTO anterior por cuenta del deudor hipotecario. ———————————————————

Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído por el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto por el acreedor hipotecario por cuenta del deudor hipotecario.———————————————————

Cualquier adelanto por el acreedor hipotecario tal como se describe en este subpárrafo devengará intereses a razón del **OCHO Y MEDIO**----- por ciento (**8 1/2** %) anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor hipotecario lo satisfaga.———————————

(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario,

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cualquier o todo adelanto hecho por el acreedor hipotecario para prima de seguro, reparaciones, gravámenes u otra reclamación en protección de los bienes hipotecados o para contribuciones o impuestos u otro gasto similar por razón de haber el deudor hipotecario dejado de pagar por los mismos, devengará intereses a razón del tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos hasta que los mismos sean satisfechos por el deudor hipotecario. ————————————————————————

(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipoteca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipotecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto hecho por el acreedor hipotecario no relevará al deudor hipotecario de su violación del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los primeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor hipotecario determinare. ————————————————————————

(Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente para los propósitos autorizados por el acreedor hipotecario. ————————

(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravámenes y cargas que graven los bienes o los derechos o intereses del deudor hipotecario bajo los términos de esta hipoteca. ————————

(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requiera el acreedor hipotecario sobre los edificios y las mejoras existentes en los bienes o cualquier otra mejora introducida en el futuro. El seguro contra fuego y otros riesgos serán en la forma y por las cantidades, términos y condiciones que aprobare el acreedor hipotecario. ————————

(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las reparaciones necesarias para la conservación de los bienes; no cometerá ni permitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá ningún edificio o mejora en los bienes, ni cortará ni removerá madera de la finca, ni removerá ni permitirá que se remueva grava, arena, aceite, gas, carbón u otros minerales sin el consentimiento del acreedor hipotecario y prontamente llevará a efecto las reparaciones en los bienes que

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el acreedor hipotecario requiera de tiempo en tiempo. El deudor hipotecario cumplirá con aquellas prácticas de conservación de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en tiempo pueda prescribir. ———

(Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se identifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor hipotecario personalmente operará los bienes por sí y por medio de su familia como una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a menos que el acreedor hipotecario consienta por escrito en otro método de operación o al arrendamiento. ———

(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la información de sus ingresos y gastos y cualquier otra información relacionada con la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos que afecten los bienes o su uso. ———

(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía otorgada está siendo mermada o deteriorada, y si dicho examen o inspección determinare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo mermada o deteriorada, tal condición se considerará como una violación por parte del deudor hipotecario de los convenios de esta hipoteca. ———

(Trece) Si cualquier otra persona detentare con o impugnare el derecho de posesión del deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción, podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus intereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos procedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán garantizados por esta hipoteca dentro del crédito adicional de la cláusula hipotecaria para adelantos, gastos y otros pagos. ———

(Catorce) Si el deudor hipotecario en cualquier tiempo mientras estuviere vigente esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acreedor hipotecario, el acreedor hipotecario es por la presente autorizado y con poderes para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar sus rentas, beneficios e ingresos de los mismos

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y aplicarlos en primer término a los gastos de cobro y administración y en segundo término al pago de la deuda evidenciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada, en el orden y manera que el acreedor hipotecario determinare. ----------

(Quince) En cualquier tiempo que el acreedor hipotecario determinare que el deudor hipotecario puede obtener un préstamo de una asociación de crédito para producción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un tipo de interés y términos razonables para préstamos por tiempo y propósitos similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará y aceptará dicho préstamo en cantidad suficiente para satisfacer el pagaré y cualquier otra deuda aquí garantizada y pagar por las acciones necesarias en la agencia cooperativa en relación con dicho préstamo. ----------

(Dieciseis) El incumplimiento de cualesquiera de las obligaciones garantizadas por esta hipoteca, o si el deudor hipotecario o cualquier otra persona incluída como deudor hipotecario faltare en el pago de cualquier cantidad o violare o no cumpliere con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenido o en cualquiera convenio suplementario, o falleciere o se declarare o fuere declarado incompetente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acreedores, o los bienes o parte de ellos o cualquier interés en los mismos fueren cedidos, vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y proceder a su ejecución de acuerdo con la ley y los términos de la misma; (Dos) incurrir y pagar los gastos razonables para la reparación o mantenimiento de los bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de seguro y cualquier otro pago o gasto para la protección y conservación de los bienes y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) de solicitar la protección de la ley. ----------

(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos de esta hipoteca, los del pagaré y en cualquier otro

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convenio suplementario, incluyendo los gastos de mensura, evidencia de título, costas, inscripción y honorarios de abogado.

(Dieciocho) Sin afectar en forma alguna los derechos del acreedor hipotecario para requerir y hacer cumplir en cualquier fecha posterior los convenios, acuerdos u obligaciones aquí contenidas o similares u otros convenios y sin afectar la responsabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí garantizada y sin afectar el gravámen impuesto sobre los bienes o la prioridad del gravámen, el acreedor hipotecario es por la presente autorizado y con poder en cualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obligación aquí contenida o en el pagaré o en cualquier convenio suplementario (Dos) negociar con el deudor hipotecario o conceder al deudor hipotecario cualquier indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el consentimiento del tenedor de dicho pagaré cuando está en manos de un prestamista asegurado) o para el pago de cualquier deuda a favor del acreedor hipotecario, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cualquier parte de los bienes de la hipoteca aquí constituída u otorgar diferimiento o postergación de esta hipoteca a favor de cualquier otro gravámen constituído sobre dichos bienes

(Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca, incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones parciales, subordinación, cancelación total, radica sola y exclusivamente en el acreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o interés alguno en o sobre el gravámen y los beneficios aquí contenidos.

(Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cualesquiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poseída o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipotecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía constituirá incumplimiento de esta hipoteca.

(Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca será emitido por correo certificado a menos que se disponga lo contrario por ley y será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto, en el caso del acreedor hipotecario a Administración de Hogares de Agricultores, Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el caso del deudor hipotecario, a él a la dirección postal de

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su residencia según se especifica más adelante. ----------

(Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario el importe de cualquier sentencia obtenido por expropiación forzosa para uso público de los bienes o parte de ellos así como también el importe de la sentencia por daños causados a los bienes. El acreedor hipotecario aplicará el importe que reciba al pago de los gastos en que incurriere en su cobro y el balance al pago del pagaré y cualquier deuda al acreedor hipotecario garantizada por esta hipoteca, y si hubiere algún sobrante, se reembolsará al deudor hipotecario. ----------

SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso de ejecución de esta hipoteca, de conformidad con la ley hipotecaria, según enmendada, el deudor hipotecario por la presente tasa los bienes hipotecados en la suma de **CINCUENTA Y SEIS MIL NOVECIENTOS DOLARES ($56,900.00).** ----------

OCTAVO: El deudor hipotecario por la presente renuncia al trámite de requerimiento y se considerará en mora sin necesidad de notificación alguna por parte del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Administración de Hogares de Agricultores ahora en vigor y a futuros reglamentos, no inconsistentes con los términos de esta hipoteca, así como también sujeta a las leyes del Congreso de Estados Unidos de América que autorizan la asignación y aseguramiento del préstamo antes mencionado. ----------

NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes:

Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de esta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor hipotecario cediere esta hipoteca sin asegurar el pagaré: **CINCUENTA Y SEIS MIL NOVECIENTOS**-------- DOLARES ($**56,900.00**) el principal de dicho pagaré, con sus intereses según estipulados a razón del **OCHO Y MEDIO**-------- por ciento (**8 1/2** %) anual. ----------

Dos. En todo tiempo cuando el pagaré es poseído por un prestamista asegurado: ----------

(A) **CINCUENTA Y SEIS MIL NOVECIENTOS**----------
---------- DOLARES (**$56,900.00**)

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para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado por motivo del incumplimiento del deudor hipotecario de pagar los plazos según se especifica en el pagaré, con intereses según se especifica en el párrafo SEXTO, Tercero; ----------

(B) **OCHENTA Y CINCO MIL TRESCIENTOS CINCUENTA**------ ---------- DOLARES ($ **85,350.00**)

para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda sufrir bajo su seguro de pago del pagaré; ----------

Tres. En cualquier caso y en todo tiempo; ----------

(A) **VEINTIDOS MIL SETECIENTOS SESENTA**---------- ---------- DOLARES ($ **22,760.00**)

para intereses después de mora; ----------

(B) **ONCE MIL TRESCIENTOS OCHENTA**---------- ---------- DOLARES ($ **11,380.00**)

para contribuciones, seguro y otros adelantos para la conservación y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo SEXTO, Tercero; ----------

(C) **CINCO MIL SEISCIENTOS NOVENTA** ---------- ---------- DOLARES ($ **5,690.00**)

para costas, gastos y honorarios de abogado en caso de ejecución; ----------

(D) **CINCO MIL SEISCIENTOS NOVENTA**---------- ---------- DOLARES ($ **5,690.00**)

para costas y gastos que incurriere el acreedor hipotecario en procedimientos para defender sus intereses contra cualquier persona que intervenga o impugne el derecho de posesión del deudor hipotecario a los bienes según se consigna en el párrafo SEXTO, Trece. ----------

DECIMO: Que el (los) pagaré(s) a que se hace referencia en el párrafo TERCERO de esta hipoteca es (son) descrito(s) como sigue: ----------

Pagaré otorgado en el caso número **sesenta y tres, guión dieciocho guión cinco, ocho, uno, ocho, dos, cuatro,---siete, cero, uno**--------- fechado el día **VEINTE**---------- ------ de **FEBRERO**--- de mil novecientos **setenta y nueve,**

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por la suma de cincuenta y seis mil novecientos---------- -------- dólares de principal más intereses sobre el balance del principal adeudado a razón del OCHO Y MEDIO---------- ------ (8 1/2%) por ciento anual, hasta tanto su principal sea totalmente satisfecho según los términos, plazos, condiciones y estipulaciones contenidas en dicho pagaré y según acordados y convenidos entre el Prestatario y el Gobierno; excepto el pago final del total de la deuda aquí representada, de no haber sido satisfecho con anterioridad, vencerá y será pagadero a los cuarenta (40)--- años de la fecha de este pagaré. -- Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido por el Gobierno al Prestatario de conformidad con la Ley del Congreso de los Estados Unidos de América denominada "Consolidated Farm and Rural Development Act of 1961" o de conformidad con el "Title V of the Housing Act of 1949", según han sido enmendadas y está sujeto a los presentes reglamentos de la Administración de Hogares de Agricultores y a los futuros reglamentos no inconsistentes con dicha Ley . De cuya descripción, yo, el Notario Autorizante, DOY FE. ----------

UNDECIMO: Que la propiedad objeto de la presente escritura y sobre la que se constituye Hipoteca Voluntaria, se describe como sigue: ----------

"RUSTICA: Compuesta de OCHENTA Y NUEVE CUERDAS CON MIL CUATROCIENTAS OCHO DIEZMILESIMAS DE OTRA, sita en el Barrio Maravilla del término municipal de Las Marias, en lindes por el NORTE, con Francisco Martir hoy, antes Antonio Rodriguez, separado por una quebrada, Juan Martir, Santiago Rodriguez, la FRRA, Bernardo Méndez hoy, antes Gabino Carrero, separado por un caño y Fernando Guilloty antes Pedro González; por el SUR, con José Rios, la FRRA, Jose Carlo Lugo; por el ESTE, hoy Bernardo Méndez, antes Angel Colón y Augusto Cruz, separado por una quebrada; y por el---- OESTE, hoy Comunidad Rural Lavergne, separado por una quebrada, antes terrenos de Lucas Lavergne separado por una quebrada. Esta atravesada de Norte a Sur, por la carretera de San Sebastián a Las Marias." CONTIENE una casa de vivienda construida de madera y techada de zinc corrugado, con las siguientes dimensiones: treintiocho pies de frente por veintisiete pies de fondo. Consta de tres dormitorios con sus--- closets, sala-comedor, baño y cocina y balcón.------

--INSCRITA al folio 64 del tomo 52 de Las Marias,-- finca número 511, inscripción decimoctava de dominio.

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Adquirió el prestatario la descrita finca por compra a--------

según consta de la Escritura Número **CUATRO (4)**----------

----------de fecha **ocho de enero de mil novecientos cincuenta y uno.**----------

----------Otorgada en la ciudad de **Mayaguez, P.R.**

ante el Notario **Oscar Souffront.**----------

Dicha propiedad se encuentra ----------

DUODECIMO: Que comparecen en la presente escritura como------

Deudores Hipotecarios **don LUIS SANTALIZ CAPESTANY y su esposa doña Esther Rivera Detres, mayores de edad, casados entre sí, propietarios y vecinos de LAS MARIAS,**----------**Puerto Rico,**----------

cuya direccion postal es: **Apartado 175, Las Marias, Puerto Rico.** ----------

DECIMO TERCERO: El importe del préstamo aquí consignado se usó ó será usado para fines agrícolas y la construcción y/o reparación y/o mejoras de las instalaciones físicas en la----- finca(s) descrita(s).-------- ---------- ---- --- ----

DECIMO CUARTO: El prestatario ocupará personalmente y usará-- cualquier estructura que haya sido construída, mejorada o----- comprada con el importe del préstamo aquí garantizado y no---- arrendará o usará para otros fines dicha estructura a menos que el Gobierno lo consienta por escrito. La violación de esta--- cláusula como la violación de cualquiera otro convenio o cláusula aquí contenida ocasionará el vencimiento de la obligación como si todo el término hubiese transcurrido y en aptitud el Gobierno de declarar vencido o pagadero el préstamo y proceder a la ejecución de la hipoteca.---------- ----

DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda

Forma FmHA 427-1PR
10/77

descrita(s) y a toda mejora, construcción o edificación que se construya en dicha finca(s) durante la vigencia del ------ préstamo hipotecario constituido a favor del Gobierno, verificada por los actuales dueños deudores o por sus cesionarios o causahabientes.

DECIMO SEXTO: El deudor hipotecario por la presente------- renuncia mancomunada y solidariamente por sí y a nombre de-- sus herederos causahabientes, sucesores o representantes a-- favor del acreedor (Administración de Hogares de ---------- Agricultores), cualquier derecho de Hogar Seguro (Homestead) que en el presente o en el futuro pudiera tener en la ------ propiedad descrita en el párrafo undédimo y en los edificios allí enclavados o que en el futuro fueran construídos; ----- renuncia esta permitida a favor de la Administración de ---- Hogares de Agricultores por la Ley Número trece (13) del --- veintiocho (28) de mayo de mil novecientos sesenta y nueve-- (1969) (31 L.P.R.A. 1851).----------

DECIMO SEPTIMO: El acreedor y el deudor hipotecario ------- convienen en que cualquier estufa, horno, calentador comprado o financiado total o parcialmente con fondos del préstamo aquí garantizado, se considerará e interpretará como parte-- de la propiedad gravada por esta Hipoteca.----------

DECIMO octavo: "Toda mejora, construcción o edificación que se construya en dicha finca durante la vi--- gencia antes mencionada deberá ser construida previa autorización por escrito del acreedor hipotecario,--- conforme a los reglamentos presentes y a aquellos fu- turos que se promulgaren de acuerdo a las leyes fede- rales y locales no inconsistentes o incompatibles con las leyes presentes que gobiernan éstos tipos de----- préstamos."----------

---

E. ALCARAZ CASABLANCA NOTARIO PUBLICO PUERTO RICO

Propiedad Sección de Hipotecas Puerta de Tierra

---ACEPTAN los comparecientes esta escritura por encontrarla de acuerdo a sus deseos, y yo el Notario--le hice las advertencias de rigor de las cuales quedaron enterados. ASÍ lo dicen y otorga a mi presencia y enterados del derecho que les advertí, teniendo de leer por sí este instrumento publico del cual no usaron, procedí por su acuerdo a su lectura integra y en alta voz, en cuyo contenido se ratifican y la--firman todos, estampando ademas los otorgantes sus--iniciales al margen izquierdo de todos y cada uno---de los folios correspondientes de esta escritura matriz, de todo lo cual, yo el notario autorizante,---CERTIFICO Y DOY FE:----------

FIRMADO:----------

---LUIS SANTALIZ CAPESTANY, ESTHER RIVERA DETRES.---

---FIRMADO, SIGNADO, SELLADO Y RUBRICADO: E. ALCARAZ CASABLANCA.----------

CERTIFICO que [illegible] todo es c[illegible] fiel de su original, [illegible] expido para [illegible] Interesado en la cual le [illegible] de su otorgamiento y que aparecen [illegible] los correspondientes sellos de Rentas Internas y el de Impuesto Notarial en el original.

[illegible]
Notaria Pública

Excepto por hipoteca
Copia que aparece en
Pruebas de Libertad
de Gravamen
Amalia Torres
3/13/79

Exhibit 5

TITLE SEARCH

ESTUDIOS DE TITULO
SEGUROS DE TITULO
P.O. BOX 1467, TRUJILLO ALTO, P.R. 00977-1467
TELS. (787) 748.1130 / 748-8577 • FAX (787) 748-1143

Eagle Title & Other Services, Inc.

CLIENT: LUIS SANTALIZ CAPESTANY **REF: 1521.158**
BY: TAIMARY ESCALONA

PROPERTY NUMBER: 511, recorded at page 135 of volume 163 of Las Marías, Registry of the Property of Puerto Rico, section of San Sebastián.

DESCRIPTION: (As it is recorded in the Spanish language)

RÚSTICA: Parcela de terreno, localizada en el Barrio Maravilla del Municipio de Las Marías, con una cabida de **88.184 cuerdas.** Lindes: **NORTE**, con terrenos de Francisco Mártir separada por una quebrada; Juan Mártir, Santiago Rodríguez, Puerto Rico Reconstruction Administration, Bernardo Méndez, separado por un caño y Fernando Guilloty; **SUR**, con José Ríos, Puerto Rico Reconstruction Administration, José Carlos Lugo y con el solar segregado de la finca principal marcado con el #1 en el plano de inscripción; **ESTE**, con Bernardo Méndez y Augusto Cruz, separados por una quebrada; y al **OESTE**, con la comunidad rural Lavergne, separado con una quebrada y con los solares números 1 al 8 inclusive. Está atravesada de Norte y Sur con la carretera de San Sebastián a Las Marías.

ORIGIN:

It is segregated from property number 60, recorded at page 211, volume 1 of Las Marías.

TITLE:

This property is registered in favor of LUISSETTE ESTHER SANTALIZ MARTIR, single; YANAIRA SANTALIZ MARTIR, single; LUIS ANTONIO SANTALIZ BRITO, single and JAN LUIS SANTALIZ GONZÁLEZ of 16; 14; 14; y 3 years old respectively, who acquired it by intested heritage from Luis Santaliz Rivera, value of $100,000.00, Resolution dated June 27, 1997, in the First Instance Court of Mayagüez, civil case #IJV97-0258, recorded at overleaf of page 135 of volume 163 of Las Marías, property number 511, 41st inscription.

LIENS AND ENCUMBRANCES:

I. By reason of its origin this property is free of liens and encumbrances

II. By reason of itself this property is encumbered by the following:

1. **MORTGAGE:** Constituted by Luis Santaliz Capes (exclusively of him) married to Esther Rivera Detrés, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of $56,900.00, with 8½% annual interests, due on 40 years, constituted by deed #18, executed in Mayagüez, Puerto Rico, on February 20, 1979, before Enrique Alvarez Casablanca Notary Public, recorded at overleaf of page 51 of volume 84 of Las Marías, property number 511, 30th inscription. Conditions

2. **MORTGAGE:** Constituted by Luis Santaliz Capes (exclusively of him) married to Esther Rivera Detrés, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of $10,000.00, with 5% annual interests, due on 40 years, constituted by deed #56, executed in Lares, Puerto Rico, on February 7, 1980, before Ramón Rafael Lugo Beauchamp Notary Public, recorded at page 57 of volume 127 of Las Marías, property number 511, 32th inscription. Conditions

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3. **MORTGAGE:** Constituted by Luis Santaliz Capes (exclusively of him) married to Esther Rivera Detrés, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of $7,000.00, with 11% annual interests, due on 7 years, constituted by deed #260, executed in Lares, Puerto Rico, on May 29, 1980, before Ramón Rafael Lugo Beauchamp Notary Public, recorded at overleaf of page 57 of volume 127 of Las Marías, property number 511, 33th inscription. Conditions

4. **MORTGAGE:** Constituted by Luis Santaliz Capes (exclusively of him) married to Esther Rivera Detrés, in favor of Corporación de Crédito Agrícola, in the original principal amount of $34,845.00, with 9¾% annual interests, due on presentation, constituted by deed #197, executed in San Juan, Puerto Rico, on September 2, 1980, before Irma M. Marchand Notary Public, recorded at overleaf of page 58 of volume 127 of Las Marías, property number 511, 34th inscription.

5. **MORTGAGE:** Constituted by Luis Santaliz Capes (exclusively of him) married to Esther Rivera Detrés, in favor of Corporación de Crédito Agrícola, in the original principal amount of $60,000.00, with 9¾% annual interests, due on presentation, constituted by deed #157, executed in San Juan, Puerto Rico, on December 13, 1982, before Carmen Dolores Ruíz López Notary Public, recorded at page 60 of volume 127 of Las Marías, property number 511, 37th inscription.

6. **MORTGAGE:** Constituted by Luis Santaliz Capes (exclusively of him) married to Esther Rivera Detrés, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of $72,000.00, with 10.75% annual interests, due on 40 years, constituted by deed #292, executed in Lares, Puerto Rico, on October 13, 1983, before Ramón Rafael Lugo Beauchamp Notary Public, recorded at page 61 of volume 127 of Las Marías, property number 511, 38th inscription.

7. The mortgage for the amount of $56,900.00 of the 30th inscription was modified as follow: The total as of June 19, 1985 has a total balance of $82,638.29, with interests of 5¼% annual to be paid as follows: $300.00 on January, 1986 and 1987; and $5,578.00 on January 1st, 1988 and same amount on/or before each January 1st subsequent year except the final payment which will be on January 1st, 2017, constituted by deed #105, executed in Lares, Puerto Rico, on June 19, 1985, before Ramón Rafael Lugo Beauchamp Notary Public, recorded at margin page 52 of volume 84 of Las Marías, property number 511.

8. The mortgage for the amount of $10,000.00 of the 32th inscription was modified as follows: The total as of June 19, 1985 has a total balance of $7,980.21 to be paid as follows: $222.00 on January 1st, 1986; $769.00 on January 1st, 1987 and the same amount on/or before each January 1st subsequent year except the final payment which will be on January 1st, 2017, constituted by deed #105, executed in Lares, Puerto Rico, on June 19, 1985, before Ramón Rafael Lugo Beauchamp Notary Public, recorded at margin of overleaf of page 57 of volume 127 of Las Marías, property number 511.

9. The mortgage for the amount of $7,000.00 of the 33th inscription was modified as follows: The total as of June 19, 1985 has a total balance of $5,162.82, with interest of 7 ¼% annual, to be paid as follows: $210.00 on January 1st, 1987 and the same amount on January 1st of each subsequent year except the final payment which will be on January 1st, 2001, constituted by deed #105, executed in Lares, Puerto Rico, on June 19, 1985, before Ramón Rafael Lugo Beauchamp Notary Public, recorded at margin of overleaf of page 58 of volume 127 of Las Marías, property number 511.

10. The mortgage for the amount of $72,000.00 of the 38th inscription was modified as follows: The total as of June 19, 1985 has a total balance of $85,020.17, with interest of 5 ¼% annual, to be paid as follows: $300.00 on January 1st, 1986 and the same amount on January 1st, 1987; and $2,591.00 on January 1st of each year of the years 1988, 1989 and 1990 and $5,575.00 on January 1st, 1991 and the same amount on/or before January 1st of each subsequent year except the final payment which will be on January 1st, 2021, constituted by deed #105, executed in Lares, Puerto Rico, on June 19, 1985, before Ramón Rafael Lugo Beauchamp Notary Public, recorded at margin page 61 of volume 127 of Las Marías, property number 511.

11. **MORTGAGE:** Constituted by Luis Santaliz Capes (exclusively of him) married to Esther Rivera Detrés, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of $19,800.00, with 7.25% annual interests, due on 4 years, constituted by deed #148, executed in Lares, Puerto Rico, on September 9, 1985, before Ramón Rafael Lugo Beauchamp Notary Public, recorded at overleaf of page 61 of volume 127 of Las Marías, property number 511, 39th inscription.

12. **SEIZURE:** In favor of Fondo del Seguro del Estado, contribution on workers' understanding, in the amount of $3,144.10, Certification dated August 8, 1989. Annotated at margin of overleaf of page 63, volume 127 of Las Marías, dated September 20, 1989.

13. **SEIZURE:** In favor of Fondo del Seguro del Estado, contribution on workers' understanding, in the amount of $3,144.10, Certification dated May 3, 1995. Annotated at margin page 64, volume 127 of Las Marías, dated May 26, 1995.

14. Subject to the usufructuary widow quota in favor of Esther Rivera Detrés, as said in inscription 40, at page 135 of volume 163 of Las Marías.

15. **RENEWAL SEIZURE:** In favor of Fondo del Seguro del Estado, contribution on workers' understanding, in the amount of $3,144.10, Certification dated July 28, 1999. Annotated at overleaf of page 135, volume 163 of Las Marías, 42nd inscription, dated March 20, 2000.

16. **RENEWAL SEIZURE:** In favor of Fondo del Seguro del Estado, contribution on workers' understanding, in the amount of $3,144.10, Certification dated May 27, 2003. Annotated at page 136, volume 163 of Las Marías, 43rd inscription, dated June 2, 2003.

17. **RENEWAL SEIZURE:** In favor of Fondo del Seguro del Estado de PR, contribution on workers' understanding, in the amount of $3,144.10, Certification dated May 15, 2007. Annotated at page 136, volume 163 of Las Marías, 44th inscription, dated June 4, 2007; also at page 23, volume 10 of Registry of Federal Seizures of Las Marías; dated May 22, 2007, order number 1447, case number 35130-05584, against: Luis Santaliz Rivera, property: Maravilla Ward of 88.0184 cuerdas.

18. **RENEWAL SEIZURE:** In favor of Fondo del Seguro del Estado de PR, contribution on workers' understanding, in the amount of $3,144.10, Certification dated May 13, 2013. Annotated at overleaf of page 137, volume 163 of Las Marías, 45th inscription, dated May 31, 2013; also at page 29, volume 10 of Registry of Federal Seizures of Las Marías; dated May 21, 2013, order number 1473, case number 35130-05584, against: Succession Luis Santaliz Rivera, property: Maravilla Ward of 88.0184 cuerdas.

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19. PREVENTIVE LAWSUIT ANNOTATION: Executed in the District Court of the United States of America for the Puerto Rico District, civil case #08-1081, for reason of Collection of Money and Foreclosure (30; 32; 33; 38 and 39 inscriptions) by United States of America, plaintiff, versus Succession of Luis Santaliz Capestany and join debtor Esther Rivera Detrés composed of his children: Alma González Vélez; Luissette Esther Santaliz Mártir; Yanira Santaliz Mártir and Luis A. Santaliz Brito, represented by Alma González Vélez as legal guardian, defendant, by the amount of $87,883.79; $7,380.23; $4,896.52; $85,020.17 and $7,686.15, plus interests, Order dated January 16, 2008, recorded at page 136 of volume 163 of Las Marías, property number 511, annotation D dated February 12, 2008.

REVIEWED:

Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to April 4th, 2019.

***NOTICE:** The Sections of the Property Registry have been computerized by the new system identified as Karibe, through which the historical volumes containing the data related to the inscribed properties and with the documents presented and pending registration were digitized. Since April 25, 2016, the Department of Justice discontinued the Tool-Kit and Agora System in most of the Sections of the Registry, which was used to search for documents submitted and pending registration and preparation of title search and other documents. There is also a delay in the entry of information to the System to this date. In addition to this, the Federal and State Seizures are now entered and electronically provided by the Central Office of the Land Registry in the Department of Justice, without being able to corroborate the control books and with many errors which makes the location impossible. We are not responsible for errors that may result in this title search due to errors and/or omissions of the Registry and/or its employees, when entering the data in the system.*

EAGLE TITLE AND OTHER SERVICES, INC.

AUTHORIZED STAMP TITLE SERVICE • EAGLE TITLE AND OTHER SERVICES, INC.

Authorized signature

srd/mcr/mv/
srd/mv/**F**

Eagle Title & Other Services, Inc.

I, Elías Díaz Bermúdez, of legal age, single and neighbor of San Juan, Puerto Rico, under solemn oath declare:

1. That my name and personal circumstances are the above mentioned.

2. That on April 4th, 2019, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.

3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.

I, the undersigned, hereby swear that the facts herein stated are true.

In Guaynabo, Puerto Rico, this 19 day of June of 2019.

Elías Díaz Bermúdez

AFFIDAVIT NUMBER 3,627.

Sworn and subscribed to before me by Elías Díaz Bermúdez of the aforementioned personal circumstances, whom I personally know.

In Guaynabo, Puerto Rico, this 19 day of June of 2019.

RECIBO

18-A10068079

Sello

9397
06/07/2019
$5.00

Sello de Asistencia Legal
80093-2019-0607-20185147

Lcda. Lourdes Quintero Betancourt
Abogada - Notario

NOTARY PUBLIC

DEED NUMBER ONE HUNDRED AND FIVE (105)

REAMORTIZATION OF MORTGAGE LOANS AND MODIFICATION OF MORTGAGES

In the town of Lares, Puerto Rico, on June nineteen (19), nineteen eighty-five (1985)

IN MY PRESENCE

RAMON RAFAEL LUGO BEAUCHAMP, Attorney and Notary Public, with residence and offices in Lares, Puerto Rico.

THERE NOW APPEAR

AS THE FIRST PARTY: AS MORTGAGORSE: MR. LUIS SANTALIZ CAPESTANY AND MRS. ESTHER RIVERA, both of legal age, married to each other, property owners and residents of Las Marías, Puerto Rico.

AS THE SECOND PARTY: AS MORTGAGEE: UNITED STATES OF AMERICA, acting through the Administrator of the Farmers Home Administration, in accordance with the dispositions of the Congress law titled "Consolidated Farmers Home Administration Act of 1961", with headquarters in Washington, District of Columbia, United States of America, represented herein by MR. ARNALDO TORRES QUIÑONES, of legal age, married, employed and a resident of Morovis, Puerto Rico, who appears herein in his capacity as County Supervisor of Farmers Home Administration, Lares office, Puerto Rico, and whose authority is duly noted in the Property Registry.

I BEAR WITNESS

To my personal acquaintance of the parties and to their statements regarding their age, marital status, profession and residence. In my judgment the parties have the necessary legal authority for the execution of this deed, and as they are freely exercising their rights and nothing indicates that this is not the case, thus, freely and voluntarily,

THEY DECLARE:

FIRST: That the first party herein are the sole and unconditional owners of the following properties:

RURAL: Consisting of EIGHTY-NINE POINT ONE FOUR ZERO EIGHT *CUERDAS** (89.1408), located in Barrio Maravilla in the municipality of LAS MARIAS, Puerto Rico. Its boundaries are:

*Translator's note: "Cuerda" is an area measurement equivalent to 3930.3956 meters squared. From Maria Moliner's *Diccionario del Uso del Español.*

NORTH: Presently with Francisco Mártir, previously Antonio Rodríguez, separated by a stream, Juan Mártir, Santiago Rodríguez, the PRRA, presently Bernardo Méndez, previously Gabino Carrera, separated by a pipe and Fernando Guilloty, previously Pedro González;

SOUTH: With José Ríos, the PRRA, José Carlos Lugo;

EAST: Presently with Bernardo Méndez, previously Angel Colón and Augusto Cruz, separated by a stream;

WEST: Presently the Lavergne rural community, separated by a stream, previously properties of Lucas Lavergne, separated by a stream. The highway that runs from San Sebastián to Las Marías crosses it from north to south.

Recorded on page sixty-one (61), volume one hundred and twenty-seven (127) of Las Marías, farm number five hundred and eleven (511).

TITLE AND CHARGES

SECOND: Mr. Luis Santaliz Capestany acquired said farm pursuant to deed number four, dated January eight, nineteen fifty-one, before the Notary Oscar Souffront through purchase from Juana Rullán Frontera and Augusto Pérez, and pursuant to deed number seventy-nine, executed in San Juan, Puerto Rico, on May twenty-one, nineteen fifty-two, before the Notary Buenaventura Esteves.

THIRD: The previously described farm is encumbered by the following mortgages:

One (1): A mortgage to the United States of America for the principal amount of FIFTY-SIX THOUSAND NINE HUNDRED DOLLARS ($56,900.00), with interest at the rate of EIGHT AND ONE HALF PERCENT (8.5%) per annum, executed pursuant to deed number eighteen (18), on February twenty (20), nineteen ~~seventy-nine, in Mayaguez,~~ Puerto Rico, before the Notary E. Alcaraz Casablanca, due forty (40) years from the date of the deed.

Two (2): A mortgage to the United States of America for the principal amount of TEN THOUSAND DOLLARS ($10,000.00), with interest at the rate of FIVE PERCENT (5%) per annum, executed pursuant to deed number fifty-six (56), on February seven, nineteen eighty (1980), in this Notary office, due ten (10) years from the date of the aforementioned deed.

Three (3): A mortgage to the United States of America for the principal amount of SEVEN THOUSAND DOLLARS ($7,000.00), with interest at the rate of ELEVEN PERCENT (11%) per annum, executed pursuant to deed number two hundred and sixty (260), on May twenty-nine, nineteen eighty (1980), in this Notary office, due seven (7) years from the date of the aforementioned deed.

Four (4): A mortgage to the Agricultural Credit Corporation for the principal amount of THIRTY-FOUR THOUSAND EIGHT HUNDRED AND FORTY-FIVE DOLLARS ($34,845.00), due upon presentation.

Fifth *[sic]* (5): A mortgage to the Agricultural Credit Corporation for the principal amount of SIXTY THOUSAND DOLLARS ($60,000.00), due upon presentation.

Sixth *[sic]* (6): A mortgage to the United States of America for the principal amount of SEVENTY-TWO THOUSAND DOLLARS ($72,000.00), with interest at the rate of TEN AND THREE QUARTERS PERCENT (10.75%) per annum, executed pursuant to deed number two hundred and ninety-two (292), on October thirteen, nineteen eighty-three (1983), in this Notary office, due forty (40) years from the date of the aforementioned deed.

FOURTH: The parties state that the only mortgages in question in this deed are those mortgages mentioned in favor of the United States of America that encumber the previously described property.

FIFTH: The mortgagors state that in order to reamortize the aforementioned mortgage debts, with the principal sums of:
FIFTY-SIX THOUSAND NINE HUNDRED DOLLARS (($56,900.00); TEN THOUSAND DOLLARS ($10,000.00) and SEVENTY-TWO THOUSAND DOLLARS ($72,000.00), described in the Charges section of this deed, they requested and obtained the authorization of the mortgagee, the United States of America, acting through the Administrator of the Farmers Home Administration, in accordance with the dispositions of the Congress law titled "Consolidated Farmers Home Administration Act of 1961", and regulations approved to that effect, in order to reamortize the mortgage debts.

SIXTH: The mortgagors, appearing herein as the first party, state that they are personally aware of each and every one of the obligations, clauses and stipulations contained or mentioned in the aforementioned mortgage deeds and they hereby clearly, solemnly and absolutely agree to comply with each and every one of said obligations, clauses and stipulations as required by the Farmers Home Administration (FmHA).

REAMORTIZATIONS AND MODIFICATIONS OF PROMISSORY NOTES AND MORTGAGES

SEVENTH: The second party, in the capacity he bears, states that because the mortgagors, appearing herein as the first party, qualified to receive the benefits of the Congress law known as "Consolidated Farmers Home Administration Act of 1961", as amended, he has agreed to reamortize and to modify the form of payment of the installments established in the promissory notes and in the mortgages as follows:

One: The mortgage designated as number one (1) in the previous third paragraph of this deed, in the amount of FIFTY-SIX THOUSAND NINE HUNDRED DOLLARS ($56,900.00), as follows:

The amount of this promissory note and the mortgage securing it, reamortized on June nineteen (19), nineteen eighty-five (1985), had an unpaid balance of EIGHTY-TWO THOUSAND SIX HUNDRED AND THIRTY-EIGHT DOLLARS AND TWENTY-NINE CENTS ($82,638.29), with interests at the rate of EIGHT AND ONE HALF PERCENT (8.5%) per annum; it shall accrue interest at the rate of FIVE AND ONE QUARTER PERCENT (5.25%) per annum and shall be paid as follows:
THREE HUNDRED DOLLARS ($300.00) on January first, nineteen eighty-six (1986); THREE HUNDRED DOLLARS ($300.00) on January first, nineteen eighty-seven (1987); FIVE THOUSAND FIVE HUNDRED AND SEVENTY-EIGHT DOLLARS ($5,578.00) on January first, nineteen eighty-eight (1988) and that same amount on every January first subsequently thereafter, except for the final payment of the debt evidenced herein, which shall be paid on or before January first, two thousand and seventeen (2017).

Two (2): The mortgage designated as number two (2) in the previous third paragraph of this deed, in the amount of TEN THOUSAND DOLLARS ($10,000.00), as follows:

The amount of this promissory note and the mortgage securing it, reamortized on June nineteen (19), nineteen eighty-five (1985), had an unpaid balance of SEVEN THOUSAND NINE HUNDRED AND EIGHTY DOLLARS AND TWENTY-ONE CENTS ($7,980.21), with interests at the rate of FIVE PERCENT (5%) per annum; it shall accrue interest at the rate of FIVE PERCENT (5%) per annum and shall be paid as follows:
TWO HUNDRED AND TWENTY-TWO DOLLARS ($222.00) on January first, nineteen eighty-six (1986); SEVEN HUNDRED AND SIXTY-NINE DOLLARS ($769.00) on January first, nineteen eighty-seven (1987) and that same amount on every January first subsequently thereafter, except for the final payment of the debt evidenced herein, which shall be paid on or before January first, two thousand and one (2001).

Three (3): The mortgage designated as number three (3) in the previous third paragraph of this deed, in the amount of SEVEN THOUSAND DOLLARS ~~($7,000.00), as follows:~~

The amount of this promissory note and the mortgage securing it, reamortized on June nineteen (19), nineteen eighty-five (1985), had an unpaid balance of FIVE THOUSAND ONE HUNDRED AND SIXTY-TWO DOLLARS AND EIGHTY-TWO CENTS ($5,162.82), with interests at the rate of ELEVEN PERCENT (11%) per annum; it shall accrue interest at the rate of SEVEN AND ONE QUARTER PERCENT (7.25%) per annum and shall be paid as follows:
TWO HUNDRED AND TEN DOLLARS ($210.00) on January first, nineteen eighty-six (1986); FIVE HUNDRED AND SEVENTY-FIVE DOLLARS ($575.00) on January first, nineteen eighty-seven (1987) and that same amount on every January first subsequently thereafter, except for the final payment of the debt evidenced herein, which shall be paid on or before January first, two thousand and one (2001).

Four (4): The mortgage designated as number six (6) in the previous third paragraph of this deed, in the amount of SEVENTY-TWO THOUSAND DOLLARS ($72,000.00), as follows:

The amount of this promissory note and the mortgage securing it, reamortized on June nineteen (19), nineteen eighty-five (1985), had an unpaid balance of EIGHTY-FIVE THOUSAND AND TWENTY DOLLARS AND SEVENTEEN CENTS ($85,020.17), with interests at the rate of TEN AND THREE QUARTERS PERCENT (10.75%) per annum; it shall accrue interest at the rate of FIVE AND ONE QUARTER PERCENT (5.25%) per annum and shall be paid as follows:
THREE HUNDRED DOLLARS ($300.00) on January first, nineteen eighty-six (1986); THREE HUNDRED DOLLARS ($300.00) on January first, nineteen eighty-seven (1987); TWO THOUSAND FIVE HUNDRED AND NINETY-ONE DOLLARS ($2,591.00) on January first of each of the following years: nineteen eighty-eight (1988), nineteen eighty-nine (1989) and nineteen ninety (1990); FIVE THOUSAND FIVE HUNDRED AND SEVENTY-FIVE DOLLARS ($5,575.00) on January first, nineteen ninety-one (1991) and that same amount on every January first subsequently thereafter, except for the final payment of the debt evidenced herein, which shall be paid on or before January first, two thousand and twenty-one (2021).

EIGHTH: The party appearing herein, MR. ARNALDO TORRES QUIÑONES, in the capacity he bears, gives me, the Notary, the original promissory notes secured by the aforementioned mortgages, which are being modified, and assures me that they have not been negotiated or burdened in any way by the current holder and owner, United States of America, and once they have been identified by me, the Notary, and I have ascertained that they are the same promissory notes, I proceed to attach the corresponding note to the back of each one:

To the promissory note for the principal amount of FIFTY-SIX THOUSAND NINE HUNDRED DOLLARS ($56,900.00):

"The amount of this promissory note and the mortgage securing it, reamortized on June 19, 1985, had an unpaid balance of $82,638.29, with interests at the rate of 8.5% per annum; it shall accrue interest at the rate of 5.25% per annum and shall be paid as follows:
$300.00 on January first, 1986;
$300.00 on January first, 1987;
$5,578.00 on January first, 1988 and that same amount on every January first subsequently thereafter, except for the final payment of the debt evidenced herein, which shall be paid on or before January first, 2017, pursuant to deed number 105, dated June 19, 1985, before the Notary Ramón Rafael Lugo Beauchamp I BEAR WITNESS.
In Lares, Puerto Rico, on June 19, 1985.
SIGNED, STAMPED, SEALED AND ENDORSED: RAMON RAFAEL LUGO BEAUCHAMP, NOTARY PUBLIC."

To the promissory note for the principal amount of TEN THOUSAND DOLLARS

($10,000.00):

"The amount of this promissory note and the mortgage securing it, reamortized on June 19, 1985, had an unpaid balance of $7,980.21, with interests at the rate of 5% per annum; it shall accrue interest at the rate of 5% per annum and shall be paid as follows:
$222.00 on January first, 1986;
$769.00 on January first, 1987; and that same amount on every January first subsequently thereafter, except for the final payment of the debt evidenced herein, which shall be paid on or before January first, 2001, pursuant to deed number 105, dated June 19, 1985, before the Notary Ramón Rafael Lugo Beauchamp I BEAR WITNESS.
In Lares, Puerto Rico, on June 19, 1985.
SIGNED, STAMPED, SEALED AND ENDORSED: RAMON RAFAEL LUGO BEAUCHAMP, NOTARY PUBLIC."

To the promissory note for the principal amount of SEVEN THOUSAND DOLLARS ($7,000.00):

"The amount of this promissory note and the mortgage securing it, reamortized on June 19, 1985, had an unpaid balance of $5,162.82, with interests at the rate of 11% per annum; it shall accrue interest at the rate of 7.25% per annum and shall be paid as follows:
$210.00 on January first, 1986;
$575.00 on January first, 1987; and that same amount on every January first subsequently thereafter, except for the final payment of the debt evidenced herein, which shall be paid on or before January first, 2001, pursuant to deed number 105, dated June 19, 1985, before the Notary Ramón Rafael Lugo Beauchamp I BEAR WITNESS.
In Lares, Puerto Rico, on June 19, 1985.
SIGNED, STAMPED, SEALED AND ENDORSED: RAMON RAFAEL LUGO BEAUCHAMP, NOTARY PUBLIC."

To the promissory note for the principal amount ~~of SEVENTY-TWO THOUSAND~~ DOLLARS ($72,000.00):

"The amount of this promissory note and the mortgage securing it, reamortized on June 19, 1985, had an unpaid balance of $85,020.17, with interests at the rate of 10.75% per annum; it shall accrue interest at the rate of 5.25% per annum and shall be paid as follows:
$300.00 on January first, 1986;
$300.00 on January first, 1987;
$2,591.00 on January first, of each of the following years: 1988, 1989 and 1990; and $5,575.00 on January first, 1991, and that same amount on every January first subsequently thereafter, except for the final payment of the debt evidenced herein, which shall be paid on or before January first, 2021, pursuant to deed number 105, dated June 19, 1985, before the Notary Ramón Rafael Lugo Beauchamp I BEAR WITNESS.
In Lares, Puerto Rico, on June 19, 1985.

SIGNED, STAMPED, SEALED AND ENDORSED: RAMON RAFAEL LUGO BEAUCHAMP, NOTARY PUBLIC."

Once these notes are signed and attached to each of the promissory notes, I return them to the second party appearing herein, in the capacity he bears.

The parties request that this deed be recorded in the Property Records, for legal purposes.

ACCEPTANCE AND WARNINGS

The appearing parties accept this deed in its entirety, as it conforms to their agreement. I, the Notary, in compliance with the dispositions of the law, gave them the pertinent legal warnings.

EXECUTION

Thus the parties state and execute before me, the Notary, after waiving their right (of which I informed them) to request the presence of instrumental witnesses.

READING

This deed was read aloud to the parties by me, the Notary, and after they read it themselves, they ratify it, and place their initials on each and every page of this deed, and they all sign together before me, the Notary, to all of which as well as to everything stated herein, I BEAR WITNESS.

SIGNED: LUIS SANTALIZ CAPESTANY, ESTHER RIVERA DETRES, ARNALDO TORRES QUIÑONES

SIGNED, STAMPED, SEALED AND ENDORSED: RAMON RAFAEL LUGO BEAUCHAMP.

I CERTIFY: That the original of this document consists of twenty-four (24) pages and that the initials of the parties and the endorsement of the Notary appear on every one of them.

I CERTIFY: That this true and exact copy of the original which is filed as number 105 in my protocol of public instruments for the present year. The appropriate Sales Tax and Notary Tax seals are attached and cancelled in the original.
ATTESTING TO WHICH and for delivery to Farmers Home Administration, I issue this certified copy, which I SIGN, STAMP, SEAL AND ENDORSE in Lares, Puerto Rico, on the same day of its execution, recording its issuance. I BEAR WITNESS.

RAMON RAFAEL LUGO BEAUCHAMP

[Signature]
NOTARY PUBLIC
[Seals]

The modification referred to in this deed is recorded in margin notes of recordings numbers 31, 32, 33 and 38, for farm #511, on pages 52, 57, side two, 58, side two, and 61, of volumes 84 and 127 of Las Marías, respectively.
Mayaguez, June 28, 1985
No fees.
[Signature]
Property Recorder
[Seal]

[Signature]
11/27/85

CERTIFICATE

I hereby certify that the attached Deed of Reamortization of Mortgage Loans and Modification of Mortgages is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced, competent and certified to translate from Spanish into English.

DATED this 4th day of April of 2005.

Nicole Harris

WITNESS my hand and official seal hereto affixed this 4th day of April of 2005.

Signature

Notary Public
State of Washington
Rosa Walker
Commission Expires 02-01-06

Print Name: Rosa Walker
Notary Public in and for the State of Washington
My appointment expires: 02/01/06

--------ESCRITURA NUMERO CIENTO CINCO (105).--------

-------REAMORTIZACION DE PRESTAMOS HIPOTECARIOS-----

----------Y MODIFICACIONES DE HIPOTECAS----------

---En el pueblo de Lares, Puerto Rico a los dieci---
nueve (19) días del mes de JUNIO de mil novecientos-
ochenta y cinco (1985).----------

----------ANTE MI----------

---RAMON RAFAEL LUGO BEAUCHAMP, Abogado-Notario Pú--
blico con residencia, vecindad y oficina abierta en--
el pueblo de Lares, Puerto Rico.----------

----------COMPARECEN----------

---DE UNA PRIMERA PARTE:- COMO DEUDORES HIPOTECARIOS:
---DON LUIS SANTALIZ CAPESTANY y DOÑA ESTHER RIVERA-
mayores de edad, casados entre sí, propietarios y ve-
cinos de Las Marías, Puerto Rico.----------

---DE UNA SEGUNDA PARTE:- COMO ACREEDOR HIPOTECARIO:-
---ESTADOS UNIDOS DE AMERICA, actuando por conducto
y a través del Administrador de la Administración de-
Hogares de Agricultores a tenor con las disposiciones
de la Ley del Congreso denominada "Consolidated Far-
mers Home Administration Act of 1961" con oficinas--
principales en Washington, Distrito de Columbia, Es--
tados Unidos de América, representado en este acto por
DON ARNALDO TORRES-QUIÑONES, mayor de edad, casado,--
empleado y vecino de Morovis, Puerto Rico, en su ca--
rácter de Supervisor Local de la Administración de--
Hogares de Agricultores, Oficina de Lares, Puerto Rico
cuyo carácter consta debidamente acreditado en el Re-
gistro de la Propiedad.----------

----------DOY FE----------

---Del conocimiento personal de los comparecientes y
por sus dichos de su edad, ocupación, vecindad y de-
más circunstancias personales.----------

RAMON RAFAEL LUGO ABOGADO NOTARIO POR VOLUNTAD DE DIOS

REGISTRO DE LA PROPIEDAD SECCION DE MAYAGUEZ PUERTO RICO

---TIENEN a mi juicio los comparecientes, la capacidad legal necesaria para el presente otorgamiento y ha---llándose en el pleno goce de sus derechos civiles y-sin que me conste nada en contrario, libre y espon---taneamente:----------

----------EXPONEN----------

---PRIMERO:- Manifiestan los comparecientes de la----primera parte que son dueños exclusivos y en pleno--dominio de la siguiente propiedad:----------

---"RUSTICA:- Compuesta de OCHENTA Y NUEVE CUERDAS--CON MIL CUATROCIENTAS OCHO DIEZ MILESIMAS DE OTRA,--(89.1408 cdas.) equivalentes a treinta y cinco hectareas, cero tres áreas, cincuenta y ocho centiáreas,--sita en el Barrio Maravilla del término municipal de LAS MARIAS, Puerto Rico, en lindes por el:----------

---NORTE:- con Francisco Mártir hoy, antes Antonio---Rodríguez, separado por una quebrada, Juan Mártir,--Santiago Rodríguez, la P.R.R.A., Bernardo Méndez, hoy antes, Gabino Carrero, separado por un caño y Fernando Guilloty antes Pedro González; por el----------

---SUR:- con José Ríos, la P.R.R.A., José Carlos Lugo

---ESTE:- hoy con Bernardo Méndez, antes Angel Colón y Augusto Cruz separados por una quebrada y por el---

---OESTE:- hoy Comunidad Rural Lavergne, separado por una quebrada, antes terrenos de Lucas Lavergne, separado por una quebrada. Está atravesada de NORTE a---SUR por la carretera de San Sebastián a Las Marías."

---Inscrita al folio sesenta y uno (61) del tomo----ciento veintisiete (127) de Las Marías, finca número-quinientos once (511).----------

----------TITULO Y CARGAS----------

---SEGUNDO:- Adquirió don Luis Santaliz Capestany---la antes descrita propiedad a virtud de la escritura número cuatro de fecha ocho de enero de mil novecientos cincuenta y uno ante el Licenciado Oscar Suffront de Juana Rullán Frontera y Augusto Pérez, y a virtud de la escritura número setenta y nueve otorgada en--San Juan, Puerto Rico el día veintiuno de mayo de mil novecientos cincuenta y dos ante el Licenciado Buena-

ventura Esteves.----------

---TERCERO:- La antes descrita propiedad se halla---
afecta a las siguientes hipotecas:----------

---Una(1):- Hipoteca a favor de ESTADOS UNIDOS DE---
AMERICA, por la suma principal de CINCUENTA Y SEIS--
NOVECIENTOS DOLARES ($56,900.00) con intereses a ra-
zón de Ocho y Medio Por ciento Anual (8.5%) otorgada
a virtud de la escritura número dieciocho (18) de---
fecha veinte (20) de febrero de mil novecientos se--
tenta y nueve, en Mayaguez, Puerto Rico, ante el Li-
cenciado E. Alcaraz Casablanca, con vencimiento a---
los cuarenta (40) años de la fecha de la escritura --

----Dos(2):- Hipoteca a favor de ESTADOS UNIDOS DE---
AMERICA, por la suma principal de DIEZ MIL DOLARES--
($10,000.00) con intereses a razón de Cinco (5) por-
ciento anual, otorgada a virtud de la escritura nú--
mero Cincuenta y Seis (56) de fecha siete de febrero
de mil novecientos ochenta (1980) en esta Notaría, con
vencimiento a los diez (10) años de la fecha de la---
indicada escritura.----------

---Tres(3):- Hipoteca a favor de ESTADOS UNIDOS DE--
AMERICA, por la suma principal de SIETE MIL DOLARES-
($7,000.00) con intereses a razón de Once (11) por--
ciento anual, otorgada a virtud de la escritura nú--
mero Doscientos Sesenta (260) de fecha veintinueve--
de MAYO de mil novecientos ochenta (1980) en esta---
Notaría, con vencimiento a los siete (7) años de la-
fecha de la indicada escritura.----------

---Cuatro (4):- Afecta a Hipoteca a favor de la Cor--
poración de Crédito Agrícola por la suma principal---
de TREINTA Y CUATRO MIL OCHOCIENTOS CUARENTA Y CINCO
DOLARES ($34,845.00) con vencimiento a la presenta--
ción,.----------

---Quinto(5):- Hipoteca a favor de la Corporación de

Crédito Agrícola por la suma principal de SESENTA MIL DOLARES ($60,000.00) con vencimiento a la Presentación.----------

---Sexto(6):- Hipoteca a favor de ESTADOS UNIDOS DE AMERICA, por la suma principal de SETENTA Y DOS MIL DOLARES ($72,000.00) con intereses a razón de Diez y Tres Cuarto (10.75) por ciento anual, otorgada a virtud de la escritura número Doscientos Noventa y Dos (292) de fecha trece de octubre de mil novecientos ochenta y tres, (1983) en esta Notaría, con vencimiento a los cuarenta (40) años de la fecha de la indicada escritura.----------

---CUARTO:- Manifiestan los comparecientes que es objeto de esta escritura solamente las HIPOTECAS mencionadas a favor de ESTADOS UNIDOS DE AMERICA, que afectan la antes descrita propiedad.----------

---QUINTO:- Siguen manifiestando los DEUDORES HIPOTECARIOS que con el fin de reamortizar las indicadas deudas hipotecarias, por las sumas principales de:

---CINCUENTA Y SEIS MIL NOVECIENTOS DOLARES, ($56,900.00),----------

---DIEZ MIL DOLARES ($10,000.00),----------

---SIETE MIL DOLARES ($7,000.00),----------

---SETENTA Y DOS MIL DOLARES ($72,000.00), antes reseñadas en la sección de Cargas de este documento, solicitaron y obtuvieron el consentimiento del acreedor hipotecario, ESTADOS UNIDOS DE AMERICA, actuando por conducto y a través del Administrador de la Administración de Hogares de Agricultores de conformidad con la Ley del Congreso titulada "Consolidated Farmers Home Administration Act of 1961" y el reglamento aprobado al efecto para reamortizar las deudas hipotecarias.----------

RAMON E. LUGO NOTARIO POR VOLUNTAD DE DIOS

REGISTRO DE LA PROPIEDAD SECCION DE NAVAJUTZ PUERTO RICO

---SEXTO:- Manifiestan los deudores hipotecarios los comparecientes de la Primera Parte, que son de su--- propio y personal conocimiento todas y cada una de-- las obligaciones, cláusulas y estipulaciones contenidas ó mencionadas en las escrituras de hipotecas an-- tes mencionadas, y en este acto y en forma clara,--- solemne y terminante se obligan a cumplir todas y cada una de dichas obligaciones, cláusulas y estipulaciones requeridas por la Administración de Hogares de Agricultores (FmHA).----------

----------REAMORTIZACIONES Y MODIFICACIONES DE-----

---PAGO DE LOS PAGARES E HIPOTECAS----------

---SEPTIMO:- Manifiesta el compareciente de la se--- gunda parye, en el carácter que ostenta, que habiendo sido aceptados los deudores hipotecarios, los comparecientes de la Primera Prte, para recibir los beneficios de la Ley del Congreso "Consolidated Farmers-- Home Administration Act of 1961", según enmendada--- ha convenido en reamortizar y modificar las formas-- de pago de los plazos consignados en los pagarés y-- en las hipotecas en la siguiente forma:----------

---Uno)---En hipoteca marcada como número Uno (1)--- del apartado TERCERO de este documento, por la suma- principal de CINCUENTA Y SEIS MIL NOVECIENTOS DOLA-- RES ($56,900.00) en la siguiente forma:----------

---El importe de este pagaré y la hipoteca que lo--- garantiza reamortizado al día diecinueve-(19) de junio de mil novecientos ochenta y cinco (1985) dió un saldo deudor montante a la suma de:----------

---OCHENTA Y DOS MIL SEISCIENTOS TREINTA Y OCHO DO-- LARES CON VEINTINUEVE CENTAVOS ($82,638.29) con in-- tereses a razón de Ocho y Medio (8.5) por ciento---- anual, el cual devengará intereses a razón del CINCO Y CUARTO (5.25) por ciento anual y el cual habrá de

Loan 09

RAMON RAFAEL LUGO
NOTARIO
POR VOLUNTAD DE DIOS

REGISTRO DE LA PROPIEDAD
SECCION DE
MAYAGUEZ
PUERTO RICO

ser pagado en la siguiente forma:----------
---TRESCIENTOS DOLARES ($300.00) en enero primero de mil novecientos ochenta y seis (1986),----------
---TRESCIENTOS DOLARES ($300.00) en enero primero de mil novecientos ochenta y siete (1987),----------
---CINCO MIL QUINIENTOS SETENTA Y OCHO DOLARES,-----
($5,578.00) en enero primero de mil novecientos-----
ochenta y ocho (1988) y esa misma cantidad en ó antes de cada enero primero subsiguiente, excepto el pago final del total de la deuda aquí evidenciada se hará en ó antes del primero de enero del año Dos Mil Diecisiete (2017).----------
---Dos (2):- La hipoteca marcada como número dos (2) en el apartado Tercero de este documento, por la----
suma principal de DIEZ MIL DOLARES ($10,000.00) en la siguiente forma:----------
---El importe de este pagaré y la hipoteca que lo---
garantiza reamortizado al día diecinueve (19) de junio de mil novecientos ochenta y cinco (1985) dió un saldo deudor montante a la suma de:----------
---SIETE MIL NOVECIENTOS OCHENTA DOLARES CON VEINTI--
UN CENTAVOS ($7,980.21) con intereses a razón de----
CINCO (5) por ciento anual el cual devengará intere-- 10an 07
ses a razón de CINCO (5) por ciento anual y el cual-
habrá de ser pagado de la siguiente forma:----------
---DOSCIENTOS VEINTIDOS DOLARES ($222.00) en enero--
primero de mil novecientos ochenta y seis (1986)----
---SETECIENTOS SESENTA Y NUEVE DOLARES ($769.00) en-
enero primero de mil novecientos ochenta y siete----
(1987) y esa misma cantidad en ó antes de cada enero primero subsiguiente, excepto el pago final del total de la deuda aquí evidenciada se hará en ó antes del primero de enero del año Dos Mil Uno (2001).--0------

RAMON E. ... LUGO
NOTARIO
POR VOLUNTAD DE PUEBLOS

REGISTRO DE LA PROPIEDAD
SECCION DE
MAYAGUEZ
PUERTO RICO

---Tres (3):- La hipoteca marcada como número Tres--
(3) en el apartado Tercero de este documento, por la
suma principal de:----------
---SIETE MIL DOLARES ($7,000.00) en la siguiente for-
ma:----------
---El importe de este pagaré y la hipoteca que lo---
garantiza reamortizado al día diecinueve (19) de ju-
nio de mil novecientos ochenta y cinco (1985) dió un
saldo deudor montante a la suma de:----------
---CINCO MIL CIENTO SESENTA Y DOS DOLARES CON OCHENTA
Y DOS CENTAVOS ($5,162.82) con intereses a razón de-
Once (11) por ciento anual el cual devengará intere- loan 08
ses a razón de Siete y Cuarto (7.25) por ciento anual
y el cual habrá de ser pagado en la siguiente forma:
---DOSCIENTOS DIEZ DOLARES ($210.00) en enero prime-
ro de mil novecientos ochenta y seis (1986);--------
---QUINIENTOS SETENTA Y CINCO DOLARES ($575.00) en-
enero primero de mil novecientos ochenta y siete,---
(1987) y esa misma cantidad en ó antes de cada enero
primero subsiguiente, excepto el pago final del total
de la deuda aquí evidenciada se hará en ó antes del-
primero de enero del año dos mil uno (2001).--------
---Cuatro (4):- La hipoteca marcada como número seis
(6) en el apartado tercero de este documento por la
suma principal de:----------
---SETENTA Y DOS MIL DOLARES ($72,000.00) en la si-
guiente forma:----------
---El importe de este pagaré y la hipoteca que lo---
garantiza, reamortizado al diecinueve (19) de junio
de mil novecientos ochenta y cinco (1985) dió un----
saldo montante a : OCHENTA Y CINCO MIL VEINTE DOLA--
RES CON DIECISIETE CENTAVOS ($85,020.17) con inte- loan 10
reses a razón de Diez y Tres cuarto (10.75) por cien-
to anual, el cual devengará intereses a razón de----

RAMON A. DE LUGO
NOTARIO
POR VOLUNTAD DE DIOS

REGISTRO DE LA PROPIEDAD
REGION DE MAYAGUEZ
PUERTO RICO

Cinco y Cuarto (5.25) por ciento anual y el cual habrá de ser pagado en la siguiente forma:----------

---Un plazo de TRESCIENTOS DOLARES ($300.00) en enero primero de mil novecientos ochenta y seis (1986),---

---Un plazo de TRESCIENTOS DOLARES ($300.00) en enero primero de mil novecientos ochenta y siete (1987),--

---DOS MIL QUINIENTOS NOVENTA Y UN DOLARES ($2,591.00) en enero primero de cada uno de los años de mil novecientos ochenta y ocho (1988); mil novecientos---- ochenta y nueve (1989); mil novecientos noventa;---- (1990);----------

---CINCO MIL QUINIENTOS SETENTA Y CINCO DOLARES----- ($5,575.00) en enero primero de mil novecientos----- noventa y uno (1991) y esa misma cantidad en ó antes de cada enero primero subsiguiente, excepto el pago final de la deuda aquí evidenciada que se hará en ó antes del primero de enero del año dos mil veintiuno (2021).----------

---OCTAVO:- El compareciente DON ARNALDO TORRES----- QUIÑONES en el carácter que ostenta me hace entrega en este acto a mí el Notario de los pagarés garantizados con las hipotecas antes reseñadas, objeto de modificación, quien me asegura que no han sido negociados ni gravados en forma alguna ninguno de ellos, por su actual tenedor y poseedor, Estados Unidos de América, y una vez identificados por mí el Notario, cerciorándome que se trata de los mismos pagarés---- procedo a poner al dorso de cada uno de ellos su nota correspondiente:----------

---Al pagaré por la suma principal de:----------

---CINCUENTA Y SEIS MIL NOVECIENTOS DOLARES,------- ($56,900.00).----------

---"El importe de este pagaré y la hipoteca que lo garantiza reamortizado al día 19 de junio de 1985,-- ó un saldo deudor montante a la suma de----------

$82,638.29 con intereses a razón de 8.5% anual, el--
cual devengará intereses a razón de 5.25% anual y el
cual habrá de ser pagado en la siguiente forma:------ loan 09
---$300.00 en enero 1ero. de 1986,----------
---$300.00 en enero 1ero. de 1987,----------
---$5,578.00 en enero 1ero. de 1988 y esa misma can-
tidad en ó antes de cada enero primero subsiguiente-
excepto el pago final del total de la deuda aquí evi-
denciada se hará en ó antes del primero de enero del
año 2017, según resulta de la escritura número 105
de fecha 19 de junio de 1985 ante el Notario Ramón--
Rafael Lugo-Beauchamp. DOY FE.----------
---En Lares, Puerto Rico a 1 de junio de 1985.-----
---FIRMADO, SIGNADO, SELLADO Y RUBRICADO, RAMON-----
RAFAEL LUGO BEAUCHAMP, Notario-Público."----------

---Al pagaré por la suma principal de:----------
---<u>DIEZ MIL DOLARES</u> ($10,000.00).----------

---"El importe de este pagaré y la hipoteca que lo--
garantiza reamortizado al día 19 de junio de 1985 dió
un saldo deudor montante a la suma de $7,980.21) con
intereses a razón de 5% anual el cual devengará in--
tereses a razón de 5% anual y el cual habrá de ser-- loan 07
pagado de la siguiente forma:----------
---$222.00 en enero primero de 1986;----------
---$769.00 en enero primero de 1987 y esa misma canti-
dad en ó antes de cada enero primero subsiguiente,--
excepto el pago final del total de la deuda aquí evi-
denciada se hará en ó antes de primero de enero de--
el año 2001, según resulta de la escritura número 105
de fecha 19 de junio de 1985 ante el Notario Ramón--
Rafael Lugo Beauchamp. DOY FE.----------
---En Lares, Puerto Rico a 19 de junio de 1985.-----
---FIRMADO, SIGNADO, SELLADO Y RUBRICADO, RAMON----
RAFAEL LUGO BEAUCHAMP, Notario-Público."----------

---Al pagaré por la suma principal de <u>SIETE MIL DOLA-
RES</u> ($7,000.00).----------

---"El importe de este pagaré y la hipoteca que lo--
garantiza reamortizado al día 19 de junio de 1985,--
dió un saldo deudor montante a la suma de:----------
---$5,162.82) con intereses a razón de 11 por ciento loan 08
anual el cual devengará intereses a razón de 7.25%-
anual y el cual habrá de ser pagado en la siguiente
forma:----------

---$210.00 en enero 1ero. de 1986,----------
---$575.00 en enero primero de 1987,----------
---y esa misma cantidad en 6 antes de cada enero-----
primero subsiguiente excepto el pago final del total-
de la deuda aquí evidenciada se hará en 6 antes del--
1ero. de enero del año 2001, según resulta de la es-
critura número 105 de fecha 19 de junio de 1985 ante--
el Notario Ramón Rafael Lugo Beauchamp.DOY FE.-------
---En Lares, Puerto Rico a 19 de junio de 1985.------
---FIRMADO, SIGNADO, SELLADO Y RUBRICADO, RAMON-----
RAFAEL LUGO BEAUCHAMP, Notario-Público."----------

---Al pagaré por la suma principal de SETENTA Y DOS--
MIL DOLARES ($72,000.00).----------

---"El importe de este pagaré y la hipoteca que lo--- loan 10
garantiza, reamortizado al 19 de junio de 1985 dió un
saldo montante a $85,020.17 con intereses a razón de-
10.75% anual, el cual devengará intereses a razón de
5.25% y el cual habrá de ser pagado en la siguiente--
forma:----------
--Un plazo de $300.00 en enero primero de 1986; un--
plazo de $300.00 en enero primero de 1987, $2,591.00
en enero primero de cada uno de los años de 1988;---
1989 - 1990. ----------
---$6,575.00 en enero primero de 1991 y esa misma---
cantidad en 6 antes de cada enero primero subsiguiente
excepto el pago final de la deuda aquí evidenciada--
que se hará en 6 antes del 1ero. de enero del año---
2021, según resulta de de la escritura número 105 de-
fecha 19 de junio de 1985 ante el Notario Ramón Rafael
Lugo Beauchamp. DOY FE.----------
---En Lares, Puerto Rico a 19 de junio de 1985.------
---FIRMADO, SIGNADO, SELLADO Y RUBRICADO, RAMON-----
RAFAEL LUGO BEAUCHAMP, Notario-Público."----------

---Una vez puesta y firmada la nota en cada uno de--
los pagarés los devuelvo al compareciente de la-----
segunda parte en el carácter que ostenta.----------

---Los comparecientes solicitan del Registro de la--
Propiedad se tome razón de la presente escritura a--
los fines legales de rigor.----------

----------ACEPTACION Y ADVERTENCIAS----------

---Los comparecientes aceptan esta escritura en todas

sus partes. Se hicieron las advertencias legales de--
rigor.----------

----------OTORGAMIENTO----------

---Así lo dicen y lo otorgan los comparecientes por--
ante mí el Notario, luego de haber renunciado al de--
recho que les hice saber tenían para requerir la-----
presencia de testigos instrumentales.----------

----------LECTURA----------

---Leída en alta voz esta escritura a los otorgantes
por mí el Notario y leída tambien personalmente por--
ellos en la misma se ratifican, fijan sus iniciales--
en todos y cada uno de los folios de este documento y
firman en este acto por ante mí el Notario que DOY FE
de todo lo consignado anteriormente en el presente---
documento público.----------

---FIRMADOS:- LUIS SANTALIZ CAPESTANY, ESTHER RIVERA
DETRES, ARNALDO TORRES QUIÑONES.------

---FIRMADO, SIGNADO, SELLADO Y RUBRICADO, RAMON RA-
FAEL LUGO BEAUCHAMP.----------

CERTIFICO:—Que la que precede es copia fiel y exacta de su original que bajo el número .....105..... obra en mi protocolo de instrumentos públicos para el corriente año. Hay adheridos y debidamente cancelados en el original los correspondientes sellos de Rentas Internas e Impuesto Notarial. .....

EN TESTIMONIO DE LO CUAL, y para entregar a .....Farmers Home Administration....., expido la presente ésple certificada, que FIRMO, SIGNO, SELLO Y RUBRICO, en .....Lares..... Puerto Rico, el mismo día de su otorgamiento dejando anotada en escr.

DOY FE. .....

RAMON RAFAEL LUGO BEAUCHAMP
Notario Público

RAMON RAFAEL LUGO ABOGADO NOTARIO POR VOLUNTADES

REGISTRO DE LA PROPIEDAD SECCION DE

Tomada razón de la modificación que refiere este documento por notas al márgen de las inscripciones 31a, 32a 33a y 38a de la finca 511, a los folios 52, 57 vto, 58 vto y 61 de los tomos 84 y 127 de Las Marías, respectivamente.

Mayagüez, a 28 de junio de 1985.

Sin derechos.

Registrador

REGISTRO DE LA PROPIEDAD
SECCION DE
MAYAGUEZ
PUERTO RICO

11/5/87

Exhibit 8

FmHA Form 1940-17 (S)
(Rev. 11-1-78)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION
PROMISSORY NOTE

TYPE OF LOAN
Type: EM 597
In accordance with:
Consolidated Farm and Rural Development Act
X Emergency Agricultural Credit Adjustment Act of 1978

Name: LUIS SANTALIZ CAPESTANY
State: PUERTO RICO
Office: LARES
Case Number: 63-34-581824701
Date: FEBRUARY 7, 1980

ACTION REQUIRING NOTE:

X Initial Loan
Subsequent Loan
Consolidation and Subsequent Loan
Consolidation

New Payment Plan
Reamortization
Sale on Credit
Deferred Payments

FOR VALUE RECEIVED, the undersigned Borrower(s) and any other co-borrower, jointly and severally promise to pay to the order of the United States of America, acting ~~through the Farmers Home A~~dministration, United States Department of Agriculture (herein called the "Government"), or its representative, at its offices in LARES, PUERTO RICO, or at another location designated in writing by the Government, the principal sum of TEN THOUSAND DOLLARS ($10,000.00), plus interest on the unpaid principal of FIVE PERCENT (5%) PER ANNUM. If this note is for a Limited Resources Loan (indicated in the box above, under the heading "Type of Loan"), the Government may CHANGE THE INTEREST RATE, in accordance with the Farmers Home Administration regulations, not more frequently than a calendar trimester basis, and shall notify Borrower at his most current address by mail, with thirty (30) days' notice. The new interest rate shall not exceed the highest interest rate established by the Farmers Home Administration regulations for the type of loan indicated above.

Principal and interests shall be paid in 11 installments, as indicated below, unless modified by a different interest rate, on or before the following dates:

$445.00.....on January 1, 1981

$1,295.00.....on January 1, 1982

and $1,295.00 each January first subsequently thereafter until the principal and interests are completely paid, except for the final payment of the debt evidenced herein, which, if not sooner paid, shall be due and payable 10 years from the date of this note, with the exception that prepayments may be made as provided for below. The consideration hereof shall support any agreement modifying the schedule of payments.

If the total amount of the loan is not forwarded by the due date, the loan will be forwarded to Borrower, pursuant to request by Borrower and approval by the Government. Approval by the Government shall be granted only when the loan is requested for purposes authorized by the Government. Interests will accrue on the amount of each loan starting on the date these become effective as shown in the Payment Log at the end of this note. Borrower authorizes the Government to note the amount(s) and date(s) of any prepayment(s) in the Payment Log.

For any note that is reamortized, consolidated or with a new payment plan, interests accumulated as of the date of this instrument will be added to the principal and the new principal will accrue interests at the rate evidenced herein.

Every payment made on any indebtedness evidenced by this note shall be applied first to interests computed as of the effective payment date and then to the principal.

Payments in advance of scheduled installments, or any portion thereof, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in regulations (7 C.F.R. 1861.2) of the Farmers Home Administration, according to the source of the funds involved, shall, after payment of interest, be applied to the last installments to come due under this promissory note, and shall not affect Borrower's duty to pay the remaining installments as scheduled herein. If at any time the Government should assign this promissory note and insure payment of the same, the Borrower shall continue making payments to the Government as collecting agent of the holder.

If this note is held by an insured lender, advance payments made by Borrower may, at the Government's option, be transferred promptly by the Government to the holder, except the final payment, or such payments shall be retained by the Government and transferred to the holder either on an annual installment due date basis. The effective date of any advance payment retained and transferred by the Government to the holder on an annual installment due date basis shall be the date of Borrower's advance payment, and the Government shall pay the interest to which the holder is entitled, accruing between the effective date of any such advance payment and the date of the Treasury check paid to the holder.

Any amount forwarded or invested by the Government in order to collect on this promissory note or to preserve or protect the security of the loan or paid in any way under the terms of any security agreement or other instrument executed in relation to the loan evidenced herein, shall, at the option of the Government, become part of the loan and

shall accrue interest at the same rate as the principal of the debt evidenced herein and shall be immediately due and payable by the Borrower to the Government without the need of requirements.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced herein shall not be voluntarily leased, surrendered, sold, transferred, or encumbered, without the previous written consent of the Government. Unless the Government gives written consent to the contrary, Borrower will personally manage said property as a farm if this is a Farm Owner (FO) loan.

If "Consolidation and Subsequent Loan", "Consolidation", "Reamortization" or "New Payment Plan" is marked in the upper box of the first page titled "Action Requiring Note", this promissory note is executed to consolidate, reamortize or as evidence of a new payment plan, but not to satisfy the principal and interests of the following promissory note(s) or assumption agreement(s) (new terms):

AMOUNT OF NOTE: $
INTERESTS: %
DATE:
ORIGINAL BORROWER:
LAST INSTALLMENT DUE:

The security documents taken in relation to the loans evidenced by the described promissory notes or other stated obligations are not affected by the execution of this consolidation, reamortization or new payment plan. These security instruments shall remain in effect and the security offered for the loans evidenced by the described promissory notes shall continue to guarantee the loan evidenced by this promissory note and by any other stated obligations.

REFINANCING AGREEMENT: If at any time the Government determines that ~~Borrower may be able to~~ obtain a loan from a responsible cooperative or other private credit source at reasonable rates and terms for loans for similar purposes and time periods, Borrower shall, at the Government's request, apply for and accept a loan of a sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary shares.

DEFAULT: Failure to pay any debt described herein when due, or failure to comply with any condition or agreement of this document, shall constitute default under any other instrument evidencing a debt insured or guaranteed by the Government, or in any other way related to such debt, that the Borrower may have; and default under any other instrument shall constitute default under the terms of this document. UPON ANY SUCH DEFAULT, the Government, at its discretion, may declare all or part of such debt due and payable immediately.

This note is given as evidence of a loan to Borrower made or insured by the Government, pursuant to the Consolidated Farm and Rural Development Act or the Emergency

Agricultural Credit Adjustment Act of 1978 and for the type of loan indicated in the box 'TYPE OF LOAN" above. This note is subject to the present regulations of Farmers Home Administration and to its future regulations not inconsistent with the stipulations expressed herein.

Presentation, protest, and notice are hereby expressly waived.

[Signature]
LUIS SANTALIZ CAPESTANY (BORROWER)
[Signature]
ESTER RIVERA DETRES (BORROWER)

BOX 175
LAS MARIAS, P.R. 00670

The amount of this promissory note and the mortgage securing it, reamortized on June 19, 1985, had an unpaid balance of $7,980.21, with interests at the rate of 5% per annum; it shall accrue interest at the rate of 5% per annum and shall be paid as follows: $222.00 on January 1st, 1986; $769.00 on January 1st, 1987 and that same amount on every January first subsequently thereafter, except for the final payment of the debt evidenced herein, which shall be paid on or before January first, 2001, pursuant to deed number 105, dated June 19, 1985, before the Notary Ramón Rafael Lugo Beauchamp. I BEAR WITNESS.
Lares, Puerto Rico, June 19, 1985.
[Signature]
RAMON RAFAEL LUGO BEAUCHAMP
[Seal]

PAYMENT LOG

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
$10,000.00	01-22-80	$		$	

TOTAL: $10,000.00

The following lots have been released from this mortgage:
548.3297 meters squared; 549.2385 meters squared; 505.8749 meters squared; 507.7778 meters squared; 646.3852 meters squared; 577.3745 meters squared; 557.7148 meters squared; 519.6524 meters squared; recorded on pages 215, 223, 231, 239, 247, 1, 9 and 17, volumes 143 and 144 of Las Marías, in consideration of the payment received of $1,107.00.

In Arecibo, P.R., December 24, 1992
[Signature]
RAMON RAFAEL LUGO BEAUCHAMP

NOTARY PUBLIC
[Seal]

CERTIFICATION
I, ILEANA ECHEGOYEN, of legal age, single, a resident of Rio Piedras, Puerto Rico, in my official capacity as State Director of the Farmers Home Administration, U.S. Department of Agriculture, hereby declare under penalty of perjury that this is a true and exact copy of the original document which I have under my custody.
San Juan, Puerto Rico
[Signature]
ILEANA ECHEGOYEN
State Director

CERTIFICATE

I hereby certify that the attached Promissory Note is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced, competent and certified to translate from Spanish into English.

DATED this 4th day of April of 2005.

Nicole Harris

WITNESS my hand and official seal hereto affixed this
4th day of April of 2005.

Signature

Notary Public
State of Washington
Rosa Walker
Commission Expires 02-01-06

Print Name: Rosa Walker
Notary Public in and for the State of Washington
My appointment expires: 02/01/06

Exhibit 9

Forma FmHA 1940-17 (S)
(Rev. 11-1-78)

DEPARTAMENTO DE AGRICULTURA DE ESTADOS UNIDOS
ADMINISTRACION DE HOGARES DE AGRICULTORES

PAGARE

CLASE DE PRESTAMO

Tipo: EM 597

De acuerdo a:

☐ Consolidated Farm & Rural Development Act
☒ Emergency Agricultural Credit Adjustment Act of 1978

Nombre LUIS SANTALIZ CAPESTANY	
Estado PUERTO RICO	Oficina LARES
Caso Núm. 63-34-581824701	Fecha 7 DE FEBRERO DE 1980

ACCION QUE REQUIERE PAGARE:

☐ Préstamo Inicial
☒ Préstamo Subsiguiente
☐ Consolidación y préstamo subsiguiente
☐ Consolidación
☐ Nuevo Plan de Pago
☐ Reamortización
☐ Venta a Crédito
☐ Pagos Diferidos

POR VALOR RECIBIDO, el Prestatario(s) subscribiente y cualquier otro co-deudor mancomunada y solidariamente pagaremos a la orden de Estados Unidos de América, actuando por conducto de la Administración de Hogares de Agricultores del Departamento de Agricultura de los Estados Unidos (denominado en adelante el "Gobierno") o su cesionario en su oficina en LARES, PUERTO RICO o en otro sitio designado por el Gobierno por escrito, la suma principal de DIEZ MIL ---------- ---------- dólares ($ 10,000.00) más intereses sobre el principal adeudado al CINCO POR CIENTO (5 %) anual. Si este pagaré es para un préstamo de Recursos Limitados (indicado en el encasillado superior "Clase de Préstamo"), el Gobierno puede **CAMBIAR EL PORCIENTO DE INTERES**, de acuerdo con los reglamentos de la Administración de Hogares de Agricultores, no más frecuente que trimestralmente, notificando por correo al Prestatario con treinta (30) días de anticipación a su última dirección. El nuevo tipo de interés no deberá exceder el porciento de interés más alto establecido en los reglamentos de la Administración de Hogares de Agricultores para el tipo de préstamo arriba indicado.

Principal e intereses serán pagados en 11 plazos, según indicado abajo, excepto si es modificado por un tipo de interés diferente, en o antes de las siguientes fechas:

$ 445.00	en enero 1, 1981;	$	en enero 1, 19 ;
$ 1,295.00	en enero 1, 1982;	$	en enero 1, 19 ;
$	en enero 1, 19 ;	$	en enero 1, 19 ;
$	en enero 1, 19 ;	$	en enero 1, 19 ;
$	en enero 1, 19 ;	$	en enero 1, 19 ;

y $ 1,295.00, subsiguientemente en enero 1 de cada año hasta que el principal e intereses sean completamente pagados excepto que el plazo final de la deuda aquí evidenciada, de no ser pagada anteriormente, vencerá y será pagadero en 10 años de la fecha de este pagaré y excepto que se podrán hacer pagos adelantados según se provee más abajo. La consideración aquí envuelta respaldará cualquier convenio modificando el plan de pagos.

Si la cantidad total del préstamo no es adelantada a la fecha del cierre, el préstamo será adelantado al Prestatario según solicitado por el Prestatario y aprobado por el Gobierno. La aprobación del Gobierno será dada siempre y cuando el adelanto es solicitado para un propósito autorizado por el Gobierno. Se acumularán intereses por la cantidad de cada adelanto desde su fecha actual como se demuestra en el Registro de Adelantos en el final de este pagaré. El Prestatario autoriza al Gobierno a anotar la(s) cantidad(es) y fecha(s) de tal(es) adelanto(s) en el Registro de Adelantos.

En cada pagaré reamortizado o consolidado, o con un nuevo plan de pago, los intereses acumulados a la fecha de este instrumento deberán ser sumados al principal y ese nuevo principal acumulará intereses a razón del porciento evidenciado por este instrumento.

Todo pago hecho en cualquier deuda representada por este pagaré será primero aplicado a intereses computados a la fecha efectiva del pago y después al principal.

Este Pagaré se otorga como evidencia de un préstamo al Prestatario concedido o asegurado por el Gobierno de conformidad con la Consolidated Farm and Rural Development Act o el Emergency Agricultural Credit Adjustment Act of 1978 y para el tipo de préstamo según indicado en el encasillado "**CLASE DE PRESTAMO**" más arriba. Este Pagaré está sujeto a los reglamentos presentes de la Administración de Hogares de Agricultores y a sus futuros reglamentos no inconsistentes con las estipulaciones aquí consignadas.

Presentación, protesto y aviso son por la presente expresamente renunciados.

El importe de este pagaré y la hipoteca que lo garantiza reamortizado al día 19 de junio de 1985 dió un saldo deudor montante a la suma de $7,980.21 con intereses a razón de 5% anual el cual devengará intereses a razón de 5% anual y el cual habrá de ser pagado de la siguiente forma:----------
$222.00 en enero primero de 1986, $769.00 en enero primero de 1987 y esa misma cantidad en ó antes de cada enero subsiguiente excepto el pago final del total de la deuda aquí evidenciada se hará en ó antes de primero de enero de el año 2001, según resulta de la escritura número 105 de fecha 19 de junio de 1985 ante el Notario Ramón Rafael Lugo Beauchamp. DOY FE.-------
---En Lares, Puerto Rico a 19 de junio de 1985.

Luis Santaliz Capestany (Prestatario)

Esther Rivera (Prestatario)

Box 175 Las Marias, P.R. 00670

RAMON RAFAEL LUGO BEAUCHAMP
Notario Público

RAMON RAFAEL LUGO
ABOGADO
NOTARIO
POR VOLUNTAD DE DIOS

REGISTRO DE ADELANTOS					
CANTIDAD	FECHA	CANTIDAD	FECHA	CANTIDAD	FECHA
$10,000.00	01-22-80	$		$	
$		$		$	
$		$		$	
$		$		$	
			TOTAL	$ 10,000.00	

Exhibit 10

FmHa Form 427-1 PR
10/77

NUMBER FIFTY-SIX

VOLUNTARY MORTGAGE

In the town of Lares, Puerto Rico, on February seven, nineteen eighty (1980).

BEFORE ME

RAMON RAFAEL LUGO BEAUCHAMP, Attorney and Notary Public for the island of Puerto Rico, with residence in Lares, Puerto Rico and offices in Lares, Puerto Rico.

THERE NOW APPEAR:

The persons named in paragraph TWELFTH of this mortgage, hereinafter called the "mortgagor," and whose personal circumstances appear in said paragraph.

I, the Notary, attest to personal acquaintance of the parties, as well as to their statements regarding their age, marital status, profession, and residence.

They assure me they are in full exercise of their civil rights and the free administration of their property, and they have, in my judgment, the necessary legal capacity to execute this document.

THEY DECLARE:

FIRST: That the mortgagor is the owner of the farm or farms described in paragraph ELEVENTH, and of all rights and interests in the same, referred to hereinafter as "the property."

SECOND: That the property mortgaged herein is subject to the liens specified in paragraph ELEVENTH herein.

THIRD: That the mortgagor is indebted to the United States of America, acting through the Farmers Home Administration, referred to hereinafter as the "mortgagee," in connection with

THIRD: That the mortgagor is indebted to the United States of America, acting through the Farmers Home Administration, referred to hereinafter as "mortgagee," in connection with a loan or loans represented by one or more promissory notes or subrogation agreements, referred to hereinafter as "the note," whether one or more. It is required by the Government that additional monthly payments of one twelfth of the taxes, insurance premiums, and other charges on the mortgaged property.

FOURTH: It is understood that:

(One) The note represents a loan or loans to mortgagor in the principal amount specified herein, granted with the purpose and intention that the mortgagee may at any time surrender the note and insure the payment thereof pursuant to the Act of 1961, consolidating the Farmers Home Administration, or Title Five of The Housing Act of 1949, as amended.

(Two) When payment of the note is guaranteed by the mortgagee, it may be transferred from time to time, and each holder of said note will in turn be considered the insured lender.

(Three) When payment of the note is insured by the mortgagee, the mortgagee will execute and deliver to the insured lender, along with the note, an insurance endorsement fully guaranteeing payment of the principal and interest on said note.

(Four) Whenever payment of the note is insured by the mortgagee, the mortgagee, by agreement with the insured lender, shall determine on the insurance endorsement the portion of the note's interest to be designated as "annual charges."

(Five) As a condition of the insurance of the note's payment, the holder will surrender all rights and remedies against the mortgagor and any others in connection with said loan, as well as any benefit of this mortgage, and will accept in its place the insurance benefits, and in the event that the mortgagor violates any agreement or stipulation contained herein, or in the note, or in any other supplementary agreement, the mortgagee may require the note to be endorsed to himself.

(Six) It is the purpose and intent of this mortgage that, among other things, whenever the note is held by the mortgagee, or in the event the mortgagee should transfer this mortgage without insuring the note, this mortgage shall guarantee payment of the note; but when the note is held by an insured lender, this mortgage shall not guarantee payment of the note, nor shall it form any part of the debt represented thereby, but the note and said debt shall constitute an indemnity mortgage to insure the mortgagee against any loss under its insurance endorsement by reason of any default by the mortgagor.

FIFTH: That, in consideration of said loan and (a) whenever the note is held by the mortgagee, or in the event that the mortgagee should transfer this mortgage without insuring the note's payment, in guarantee of the amount of the note as specified in subparagraph (one) of paragraph NINTH, with interest at the rate stipulated, and to insure prompt payment of said note, and any renewals or extensions thereof, and any agreements contained therein, (b) whenever the note is held by an insured lender guaranteeing the amounts specified in subparagraph (two) of paragraph NINTH, in order to guarantee compliance with the mortgagor's agreement to indemnify and hold harmless the mortgagee against losses under its insurance endorsement by reason of any default by the mortgagor, and (c) in any event and at all times whatsoever, to guarantee the additional amounts specified in subparagraph (three) of paragraph NINTH, and to insure mortgagor's compliance with each and every agreement and stipulation herein, or in any supplementary agreement, mortgagor hereby grants to mortgagee a voluntary mortgage

on the property described in paragraph ELEVENTH, together with all rights, interests, easements, inheritances, and appurtenances thereto belonging; all income, credits, profits, revenues; all improvements or personal property thereto attaching, at present or in the future, or which are reasonably necessary for the use thereof; all water, water rights, or shares in said rights; pertaining to the farms, and all payments at any time owing to mortgagor by virtue of the sale, lease, transfer, conveyance, or total or partial expropriation of, or injury to, any part thereof, or to their interests, it being understood that this mortgage will continue in full force and effect until all amounts specified in paragraph NINTH, with interest before and after maturity, until they have been paid in full. In case of foreclosure, the property will be responsible for the payment of the principal, interest thereon before and after maturity, losses sustained by mortgagee as insurer of the note, taxes, insurance premiums, or any other disbursements or advances by mortgagee, to be paid by mortgagor with interest until all costs and expenses, including fees of mortgagee's attorneys, are paid to mortgagee, along with all extensions and renewals of said obligations, with interest, and all other charges and additional amounts specified in paragraph NINTH.

SIXTH: Mortgagor explicitly agrees to the following:

(One) To pay promptly to the mortgagee any debt herein guaranteed and to indemnify and hold mortgagee harmless against any loss under its insurance for payment of the note by reason of any default by mortgagor. Whenever the note is held by an insured lender, mortgagor shall continue making payments on the note to mortgagee, as collection agent for the holder.

(Two) To pay the mortgagee an initial fee for inspection and appraisal and any delinquency charges, now or hereafter required by Farmers Home Administration regulations.

(Three) Whenever the note is held by an insured lender, any amount due and unpaid under the terms of the note, less the amount of the annual charge, may be paid by mortgagee to the holder of the note under the terms of the note and of the insurance endorsement referred to in the above paragraph FOURTH, the responsibility of the mortgagor.

Any amount due and unpaid under the terms of the note, whether it is held by mortgagee or by an insured lender, may be credited to the note by mortgagee, and shall thus constitute an advance by mortgagee, the responsibility of mortgagor.

Any advance by mortgagee as described in this subparagraph shall bear interest at the annual rate of FIVE PERCENT (5%), from the date on which payment was due until the date on which mortgagor pays the debt.

(Four) Whether or not the note is insured by mortgagee, any and all amount advanced by mortgagee for insurance premiums, repairs, liens, or other claims for the protection of the mortgaged property, or for taxes or assessments or other similar charges due to

mortgagor's failure to pay said charges, shall bear interest at the rate stated in the preceding subparagraph, from the date of the advance until mortgagor pays said advance.

(Five) All advances made by mortgagee as described in this mortgage, with interest, shall be immediately due and payable by mortgagor to mortgagee without need for advance notification in the place designated in the note, and shall be guaranteed by this mortgage. No advance by mortgagee shall relieve mortgagor from breach of his covenant to pay. Such advances, with interest, shall be repaid from the first payments received from mortgagor. In the absence of such advances, all payments verified by mortgagor may be applied to the note or to any other mortgagee debt guaranteed herein, in the order determined by mortgagee.

(Six) To use the amount of the loan indicated in the note solely for purposes authorized by mortgagee.

(Seven) To pay when due all taxes, special assessments, liens, and charges encumbering the property or the rights or interests of mortgagor under the terms of this mortgage.

(Eight) To obtain and maintain insurance against fire and other hazards as required by mortgagee on all existing buildings and property improvements, as well as on all future improvements. The insurance against fire and other hazards will be in the form, in the amount, and on the terms and conditions approved by mortgagee.

(Nine) To keep the property in good condition and to promptly make all necessary repairs in order to preserve the property; he will refrain from any activity, or from allowing any activity, which would result in the deterioration of the property; he will not remove nor demolish any building or improvement on the property; nor will he cut or remove wood from the farm, nor remove nor permit to be removed gravel, sand, oil, gas, coal, or other minerals, without mortgagee's consent, and will promptly carry out the repairs on the property that mortgagee may request from time to time. Mortgagor shall comply with soil conservation practices and farm and home management plans that mortgagee may prescribe from time to time.

(Ten) If this mortgage is granted for a loan to a farm owner as identified in Farmers Home Administration regulations, the mortgagor shall personally manage the property, on his own or through family labor, as a farm and for no other purpose, and shall not lease the farm, nor any part of it, unless mortgagee gives written consent to another method of operation or lease.

(Eleven) To submit information regarding income and expenses and any other information related to the management of the property, in the form and manner the mortgagee may require, and to comply with all laws, ordinances, and regulations affecting the property or its use.

(Twelve) Mortgagee, along with his agents and attorneys, shall at all times have the right to inspect and examine the property for the purpose of ascertaining whether security is

deteriorating or being compromised, and if such inspection or examination shall disclose, in mortgagee's judgment, that security is in fact deteriorating or being compromised, this shall constitute a breach by mortgagor of this mortgage agreement.

(Thirteen) If any other person interferes with or contests mortgagor's rights of possession of the property, mortgagor shall immediately notify mortgagee of such action, and mortgagee may decide to institute the measures necessary to defend his interests, and any costs or expenditures incurred by mortgagee due to said measures will be added to mortgagor's debt, and will be guaranteed by this mortgage as additional credits under the clause regarding advances, expenditures and other payments.

(Fourteen) If at any time while this mortgage remains in effect, mortgagor shall abandon the property or voluntarily return it to mortgagee, mortgagee is hereby authorized and empowered to take possession of the property, to lease and administer it, and to collect the rents, benefits, and income from them, and to apply them first to the costs of collection and administration, and secondly to the payment of the debt described by the note or any other debt to mortgagee herein guaranteed, in the order and manner to be determined by mortgagee.

(Fifteen) At any time that mortgagee determines that mortgagor may be able to obtain a loan from a production credit association, from a Federal Bank or other responsible source, whether cooperative or private, with a rate of interest and terms that are reasonable for loans of similar duration and purposes, then mortgagor, at mortgagee's request, will apply for and accept such a loan in a sufficient amount to pay the note and any other debt guaranteed herein, and to pay for the necessary shares in the cooperative agency with respect to such a loan.

(Sixteen) In the event of default in the discharge of any obligation guaranteed by this mortgage, or if mortgagor, or any other person included herein as a mortgagor, defaults in the payment of any amount, or violates or fails to comply with any clause, condition, stipulation, covenant, or agreement contained herein, or in any supplementary agreement, or if mortgagor dies or is declared incompetent, bankrupt, or insolvent, or makes a transfer for the benefit of creditors, or if the property or any part thereof or interest therein is sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise, without mortgagee's written consent, then mortgagee is irrevocably authorized and empowered, at his discretion and without notice: (One) to declare all debt left unpaid under the terms of this note, or any other debt to mortgagee guaranteed herein, immediately due and payable, and to proceed to foreclosure in accordance with the law and the provisions thereof; (Two) to incur and pay reasonable expenses for the repair and maintenance of the property and any expenses or obligations that mortgagor failed to pay as agreed in this mortgage, including taxes, assessments, insurance premiums, and any other expenses or costs for the protection and preservation of the property and of this mortgage, or for violation of any provision of this mortgage; and (Three) to request the protection of the law.

(Seventeen) Mortgagor shall pay, or shall reimburse mortgagee for all necessary expenses

for the fulfillment of the covenants and agreements of this mortgage, and of the note and of any supplementary agreement, including the costs of surveying, title search, court costs, deed recording, and attorneys' fees.

(Eighteen) Without in any way affecting mortgagee's right to require and enforce at any subsequent date the covenants, agreements, or obligations herein set forth, or other similar agreements, and without affecting the liability of any person for payment of the note or any other debt herein guaranteed, and without affecting the lien created upon the property or the priority of said lien, mortgagee is hereby authorized and empowered at any time: (one) to waive the performance of any agreement or obligation contained herein, or in the note, or in any supplementary agreement; (two) to negotiate with mortgagor or to grant to mortgagor any indulgence or forbearance or extension of the time for payment of the note (with the consent of the note's holder when it is held by an insured lender), or for payment of any debt to the mortgagee herein guaranteed; or (three) to execute and deliver partial releases of any part of the mortgaged property described herein, or to grant deferment or postponement of this mortgage to any other lien on the property.

(Nineteen) All rights, title, and interest in or on this mortgage, including but not limited to the power to grant consent, partial releases, subordination, and revocation, shall be vested solely and exclusively in the mortgagee, and no insured lender shall have any right, title, or interest in or on this mortgage and any benefits herein contained.

(Twenty) Default on this mortgage shall constitute default on any other mortgage, loan, or real estate mortgage held or insured by mortgagee, and executed or assumed by mortgagor; and default on any such instrument shall constitute default on this mortgage.

(Twenty-One) All notices to be given under the terms of this mortgage shall be sent by certified mail unless otherwise required by law, and shall be addressed until some other address is designated in a notice provided to that effect, in the case of mortgagee, to Farmers Home Administration, United States Department of Agriculture, San Juan, Puerto Rico; and in the case of mortgagor, to him at his residence address as stated below.

(Twenty-Two) Mortgagor hereby grants to mortgagee the amount of any judgment obtained through forced expropriation for public use of the property or any part thereof, as well as the amount of any judgment for damages to the property. Mortgagee will apply the amount so received to pay costs incurred in collection, and the balance will apply to payment of the note, and any indebtedness to mortgagee guaranteed by this mortgage, and if any amount then remains, will pay such amount to mortgagor.

SEVENTH: That for the purpose of the first auction to be held in case of foreclosure of this mortgage, in accordance with mortgage law, as amended, mortgagor does hereby appraise the mortgaged property in the amount of NINETY-FOUR THOUSAND TWO HUNDRED AND NINETY-FIVE DOLLARS ($94,295.00).

EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be considered in default with no need for prior notification by mortgagee. This mortgage is subject to the regulations of the Farmers Home Administration now in effect, and to future regulations, not inconsistent with the provisions of this mortgage, as well as to the laws of the United States Congress authorizing and insuring the aforementioned loan.

NINTH: The amounts guaranteed by this mortgage are as follows:

One. Whenever the note referred to in paragraph THIRD of this mortgage is held by mortgagee, or in the event mortgagee should transfer this mortgage without insuring the note: TEN THOUSAND DOLLARS ($10,000.00), the note's principal, together with interest as stipulated at the annual rate of FIVE PERCENT (5%).

Two. Whenever the note is held by an insured lender:

(A) TEN THOUSAND DOLLARS ($10,000.00), to compensate mortgagee for advances to the insured lender because of mortgagor's failure to pay the installments as specified in the note, with interest as indicated in paragraph SIXTH, subparagraph three;

(B) FIFTEEN THOUSAND DOLLARS ($15,000.00), to further compensate mortgagee against any losses suffered under its insurance for payment of the note;

Three. In any event and at any time:

(A) FOUR THOUSAND DOLLARS ($4,000.00) for interest upon default;

(B) TWO THOUSAND DOLLARS ($2,000.00) for taxes, insurance, and other advances for the preservation and protection of this mortgage, with interest at the rate stipulated in paragraph SIXTH, subparagraph three;

(C) ONE THOUSAND ~~DOLLARS ($1,000.00) for court costs, expenses, and~~ attorneys' fees in case of foreclosure;

(D) ONE THOUSAND DOLLARS ($1,000.00) for court costs and expenses incurred by mortgagee in proceedings to defend his interests against any other person interfering with or contesting the mortgagor's right of possession of the property, as provided in paragraph SIXTH, subparagraph thirteen.

TENTH: That the note referred to in the THIRD paragraph of this mortgage is described as follows:
"Promissory note executed in case number sixty-three dash thirty-four dash five hundred and eighty-one, eight hundred and twenty-four, seven hundred and one (63-34-581824701), dated February seven (7), nineteen eighty (1980), in the amount of TEN THOUSAND DOLLARS ($10,000.00) of principal, plus interest on the unpaid principal at the rate of FIVE PERCENT (5%) per annum, until the principal is paid entirely according to the terms, installments, conditions, and stipulations contained in the note,

and as agreed between the borrower and the Government; except that the final installment of the debt represented herein, if not previously paid, will be due and payable TEN (10) years as of the date of this note.

Said note is granted as evidence of a loan made by the Government to the borrower, pursuant to the law of the US Congress known as "Consolidated Farm and Rural Development Act of 1961," or pursuant to "Title V of the Housing Act of 1949," both as amended, and is subject to present Farmers Home Administration regulations, and to future regulations which are not inconsistent with these laws. To said note, I, the authorizing Notary, BEAR WITNESS.

ELEVENTH: That the property which is the subject of this deed and for which this voluntary mortgage is furnished, is described as follows:

RURAL: Consisting of EIGHTY-NINE POINT ONE FOUR ZERO EIGHT *CUERDAS**, located in Barrio MARAVILLA in the municipality of LAS MARIAS, Puerto Rico. Its boundaries are:

NORTH: Presently with Francisco Mártir, previously Antonio Rodríguez, separated by a stream, Juan Mártir, Santiago Rodríguez, the PRRA, presently Bernardo Méndez, previously Gabino Carrera, separated by a pipe and Fernando Guilloty, previously Pedro González;

SOUTH: With José Ríos, the PRRA, José Carlos Lugo;

EAST: Presently with Bernardo Méndez, previously Angel Colón and Augusto Cruz, separated by a stream;

WEST: Presently the Lavergne rural community, separated by a stream, previously properties of Lucas Lavergne, separated by a stream. The highway that runs from San Sebastián to Las Marías crosses it from north to south.

Recorded on page sixty-four (64), volume fifty-two (52) of LAS MARIAS, farm number five hundred and eleven (511).

The borrower acquired said farm through purchase from Juana Rullán Frontera, Augusto Pérez and Margarita Elías, pursuant to deeds number four and number seventy-nine, dated January 8, 1951 and May 21, 1952, executed in the cities of Mayaguez and San Juan, Puerto Rico, before the Notaries Oscar Souffront and Buenaventura Esteves.

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*Translator's note: "Cuerda" is an area measurement equivalent to 3930.3956 meters squared. From Maria Moliner's *Diccionario del Uso del Español.*

Said property is encumbered by the following mortgages:

SIX THOUSAND FOUR HUNDRED DOLLARS ($6,400.00) in favor of the Agricultural Credit Corporation, THIRTEEN THOUSAND NINE HUNDRED AND NINETY-FIVE DOLLARS ($13,995.00) in favor of the Agricultural Credit Corporation, FIFTY-SIX THOUSAND NINE HUNDRED DOLLARS ($56,900.00) in favor of the United States of America and SEVEN THOUSAND DOLLARS ($7,000.00) in favor of the Agricultural Credit Corporation.

TWELFTH: The parties appearing herein as Mortgagors are MR. LUIS SANTALIZ CAPESTANY AND MRS. ESTHER RIVERA DETRES, both of legal age, married to each other, property owners and residents of Las Marías, Puerto Rico, whose mailing address is: Box one hundred and seventy-five (175), Las Marías, Puerto Rico, zip code 00670.

THIRTEENTH: The loan amount consigned herein was used or will be used for agricultural purposes and for construction and/or repair and or improvements of the facilities of the described property.

FOURTEENTH: The borrower will personally occupy and use any structure that is constructed, improved, or purchased with the proceeds of the loan herein guaranteed, and shall not lease or use said structure for other purposes, unless the Government gives consent in writing. Violation of this clause, as well as violation of any other agreement or clause contained herein, will cause the debt to become due as if the whole term had elapsed, and the Government may declare the loan due and payable, and may proceed to foreclosure of the mortgage.

FIFTEENTH: This mortgage expressly extends to any constructions or buildings currently existing on the aforementioned farm, and to all improvements, constructions, or buildings to be constructed on said farm while the Government's mortgage loan is in effect, as verified by the present owners/debtors or by their trustees or executors.

SIXTEENTH: Mortgagor hereby waives jointly and severally for himself and on behalf of his heirs, trustees, successors, or representatives, in favor of mortgagee (Farmers Home Administration), any present or future Homestead right that he may have on the property described in paragraph eleven, and in the buildings thereon, or which may be constructed in the future; this waiver being permitted in favor of the Farmers Home Administration by Law Number Thirteen (13) of May twenty-eight (28), nineteen sixty-nine (1969) (31. L.P.R.A. 1851).

SEVENTEENTH: The mortgagor and the mortgagee are agreed that any stove, oven, or heater purchased that is either totally or partially financed with the funds of the loan herein guaranteed, are considered and interpreted as part of the property encumbered by this deed.

ACCEPTANCE AND WARNINGS

The appearing parties accept this deed in its entirety. The legally required warnings were given them.

EXECUTION

So the parties state and execute this deed before me, the Notary, after they waived their right to request the presence of attesting witnesses, of which right I informed them.

READING

After this deed was read aloud by me, the Notary, to the appearing parties, who waived their right to read it themselves, of which right I informed them, they ratify it, placing their initials on each and every page of this deed and they all sign it before, the Notary, who BEARS WITNESS to everything stated in this deed.

SIGNED: LUIS SANTALIZ CAPESTANY, ESTHER RIVERA DETRES.

SIGNED, STAMPED, SEALED AND ENDORSED: RAMON RAFAEL LUGO BEAUCHAMP.

I CERTIFY: That this is a true and exact copy of the original which is filed as number 56 in my protocol of public instruments for the present year. The applicable Sales Tax and Notary Tax seals have been duly attached and cancelled in the original.
ATTESTING to which, and for delivery to the Farmers Home Admin., I issue this certified copy, which I sign, stamp, seal and endorse in Lares, Puerto Rico, on the same day of its execution.
[Signature]
RAMON RAFAEL LUGO BEAUCHAMP
Notary Public
[Seal]

The mortgage referred to in this document is recorded on page 57, volume 127 of Las Marías, 32nd recording. Title and encumbered by the mortgages to the United States of America and to the Agricultural Credit Corporation in the amounts of $56,900.00 and $7,000.00.
Mayaguez, February 13, 1980.
[Signature]
Property Recorder
No fees.
[Seals]

[Translator's note: A hand-written note at the foot of the page in the source document and which is not copied entirely in the document presented for translation, is translated as follows:]

The above note is clarified such that the farm is also encumbered by the mortgages to the [illegible].

CERTIFICATE

I hereby certify that the attached Voluntary Mortgage is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced, competent and certified to translate from Spanish into English.

DATED this 4th day of April of 2005.

Nicole Harris

WITNESS my hand and official seal hereto affixed this
4th day of April of 2005.

Signature

Notary Public
State of Washington
Rosa Walker
Commission Expires 02-01-06

Print Name: Rosa Walker
Notary Public in and for the State of Washington
My appointment expires: 02/01/06

$ 19,000.00

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NUMERO CINCUENTA Y SEIS (56)

HIPOTECA VOLUNTARIA

En el pueblo de Lares, Puerto Rico a los SIETE días del mes de FEBRERO de mil novecientos ochenta (1980).

ANTE MI

RAMON RAFAEL LUGO BEAUCHAMP

Abogado y Notario Público de esta Isla con residencia y vecindad en Lares, Puerto Rico, y oficina en Lares, Puerto Rico.

COMPARECEN

Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denominados de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales aparecen de dicho párrafo.

Doy fe del conocimiento personal de los comparecientes, así como por sus dichos de su edad, estado civil, profesión y vecindad.

Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorgamiento,

EXPONEN

PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el párrafo UNDECIMO así como de todos los derechos e intereses en las mismas, denominada de aquí en adelante "los bienes".

SEGUNDO: Que los bienes aquí hipotecados están afectos a los gravámenes que se especifican en el párrafo UNDECIMO.

TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de América, actuando por conducto de la Administración de Hogares de Agricultores, denominado de aquí en adelante el "acreedor hipotecario", en relación con un préstamo o préstamos evidenciado por uno o más pagarés o convenio de subrogación, denominado en adelante el "pagaré", sean uno o más. Se requiere por el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de las contribuciones, avalúos (impuestos), primas de

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ABOGADO
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seguros y otros cargos que se hayan estimados sobre la propiedad hipotecaria. ———

CUARTO: Se sobreentiende que: ———

(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la suma de principal especificada en el mismo, concedido, con el propósito y la intención de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y asegurar su pago de conformidad con el Acta de mil novecientos sesenta y uno consolidando la Administración de Hogares de Agricultores o el Título Quinto de la Ley de Hogares de mil novecientos cuarenta y nueve, según ha sido enmendada. ———

(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el prestamista asegurado. ———

(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acreedor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con el pagaré un endoso de seguro garantizando totalmente el pago de principal e intereses de dicho pagaré. ———

(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado, determinarán en el endoso de seguro la porción del pago de intereses del pagaré que será designada como "cargo anual". ———

(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tenedor cederá todos sus derechos y remedios contra el deudor hipotecario y cualquiera otro en relación con dicho préstamo así como también a los beneficios de esta hipoteca y aceptará en su lugar los beneficios del seguro, y en caso de violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en cualquier convenio suplementario por parte del deudor hipotecario, a requerimiento del acreedor hipotecario endosará el pagaré al acreedor hipotecario. ———

(Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en que el acreedor hipotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca garantizará el pago del pagaré pero cuando el pagaré

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Propiedad de la Sección de Registro

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esté en poder de un prestamista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte de la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda, constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incumplimiento por parte del deudor hipotecario.

QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré sea conservado por el acreedor hipotecario o en el caso de que el acreedor hipotecario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del importe del pagaré según se especifica en el subpárrafo (Uno) del párrafo NOVENO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho pagaré, su renovación o extensión y cualquier convenio contenido en el mismo, (b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garantía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí consignado, para garantizar el cumplimiento del convenio del deudor hipotecario de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el endoso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cualquier caso y en todo tiempo en garantía de las sumas adicionales consignadas en el subpárrafo (Tres) del párrafo NOVENO de este instrumento y para asegurar el cumplimiento de todos y cada uno de los convenios y estipulaciones del deudor hipotecario aquí contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por la presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre los bienes descritos en la párrafo UNDECIMO más adelante, así como sobre los derechos, intereses, servidumbres, derechos hereditarios, adhesiones pertenecientes a los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e ingreso de los mismos, toda mejora o propiedad personal en el presente o que en el futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos, sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a las fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre ellas, siendo entendido que este gravámen quedará en toda su fuerza y vigor hasta que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y después del vencimiento hasta que los mismos hayan sido pagados en su totalidad. En caso de ejecución, los bienes responderán del pago del principal, los intereses antes y después de vencimiento, hasta su total

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solvento, pérdida sufrida por el acreedor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cualquier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas, gastos y honorarios de abogado del acreedor hipotecario, toda extensión o renovación de dichas obligaciones con intereses sobre todas y todo otro cargo o suma adicional especificada en el párrafo NOVENO de este documento. ————

SEXTO: El deudor hipotecario expresamente conviene lo siguiente:————

(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda aquí garantizada e indemnizar y conservar libre de pérdida al acreedor hipotecario bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario. En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor hipotecario como agente cobrador del tenedor del mismo. ————————————————————————

(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación y cualquier cargo por delincuencia requerido en el presente o en el futuro por los reglamentos de la Administración de Hogares de Agricultores.

(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegurado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido en el párrafo CUARTO anterior por cuenta del deudor hipotecario. ————————————————————————

Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído por el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto por el acreedor hipotecario por cuenta del deudor hipotecario.————————————————————————

Cualquier adelanto por el acreedor hipotecario tal como se describe en este subpárrafo devengará intereses a razón del CINCO (5)———— por ciento (--5---%) anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor hipotecario lo satisfaga.————————————

(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario,

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cualquier o todo adelanto hecho por el acreedor hipotecario para prima de seguro, reparaciones, gravámenes u otra reclamación en protección de los bienes hipotecados o para contribuciones o impuestos u otro gasto similar por razón de haber el deudor hipotecario dejado de pagar por los mismos, devengará intereses a razón del tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos hasta que los mismos sean satisfechos por el deudor hipotecario. ———————————————————

(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipoteca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipotecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto hecho por el acreedor hipotecario no relevará al deudor hipotecario de su violación del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los primeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor hipotecario determinare. ———————————————————

(Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente para los propósitos autorizados por el acreedor hipotecario. ———————

(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravámenes y cargas que graven los bienes o los derechos o intereses del deudor hipotecario bajo los términos de esta hipoteca. ———————

(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requiera el acreedor hipotecario sobre los edificios y las mejoras existentes en los bienes o cualquier otra mejora introducida en el futuro. El seguro contra fuego y otros riesgos serán en la forma y por las cantidades, términos y condiciones que aprobare el acreedor hipotecario. ———————

(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las reparaciones necesarias para la conservación de los bienes; no cometerá ni permitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá ningún edificio o mejora en los bienes, ni cortará ni removerá madera de la finca, ni removerá ni permitirá que se remueva grava, arena, aceite, gas, carbón u otros minerales sin el consentimiento del acreedor hipotecario y prontamente llevará a efecto las reparaciones en los bienes que

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el acreedor hipotecario requiera de tiempo en tiempo. El deudor hipotecario cumplirá con aquellas prácticas de conservación de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en tiempo pueda prescribir. ———

(Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se identifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor hipotecario personalmente operará los bienes por sí y por medio de su familia como una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a menos que el acreedor hipotecario consienta por escrito en otro método de operación o al arrendamiento. ———

(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la información de sus ingresos y gastos y cualquier otra información relacionada con la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos que afecten los bienes o su uso. ———

(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía otorgada está siendo mermada o deteriorada, y si dicho examen o inspección determinare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo mermada o deteriorada, tal condición se considerará como una violación por parte del deudor hipotecario de los convenios de esta hipoteca. ———

(Trece) Si cualquier otra persona detentare con o impugnare el derecho de posesión del deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción, podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus intereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos procedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán garantizados por esta hipoteca dentro del crédito adicional de la cláusula hipotecaria para adelantos, gastos y otros pagos. ———

(Catorce) Si el deudor hipotecario en cualquier tiempo mientras estuviere vigente esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acreedor hipotecario, el acreedor hipotecario es por la presente autorizado y con poderes para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar sus rentas, beneficios e ingresos de los mismos

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y aplicarlos en primer término a los gastos de cobro y administración y en segundo término al pago de la deuda evidenciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada, en el orden y manera que el acreedor hipotecario determinare. ————————————————

(Quince) En cualquier tiempo que el acreedor hipotecario determinare que el deudor hipotecario puede obtener un préstamo de una asociación de crédito para producción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un tipo de interés y términos razonables para préstamos por tiempo y propósitos similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará y aceptará dicho préstamo en cantidad suficiente para satisfacer el pagaré y cualquier otra deuda aquí garantizada y pagar por las acciones necesarias en la agencia cooperativa en relación con dicho préstamo. ————————————————————————

(Dieciseis) El incumplimiento de cualesquiera de las obligaciones garantizadas por esta hipoteca, o si el deudor hipotecario o cualquier otra persona incluída como deudor hipotecario faltare en el pago de cualquier cantidad o violare o no cumpliere con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenido o en cualquiera convenio suplementario, o falleciere o se declarare o fuere declarado incompetente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acreedores, o los bienes o parte de ellos o cualquier interés en los mismos fueren cedidos, vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y proceder a su ejecución de acuerdo con la ley y los términos de la misma; (Dos) incurrir y pagar los gastos razonables para la reparación o mantenimiento de los bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de seguro y cualquier otro pago o gasto para la protección y conservación de los bienes y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) de solicitar la protección de la ley. ————————————————

(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos de esta hipoteca, los del pagaré y en cualquier otro

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convenio suplementario, incluyendo los gastos de mensura, evidencia de título, costas, inscripción y honorarios de abogado. ————————

(Dieciocho) Sin afectar en forma alguna los derechos del acreedor hipotecario para requerir y hacer cumplir en cualquier fecha posterior los convenios, acuerdos u obligaciones aquí contenidas o similares u otros convenios y sin afectar la responsabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí garantizada y sin afectar el gravámen impuesto sobre los bienes o la prioridad del gravámen, el acreedor hipotecario es por la presente autorizado y con poder en cualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obligación aquí contenida o en el pagaré o en cualquier convenio suplementario; (Dos) negociar con el deudor hipotecario o conceder al deudor hipotecario cualquier indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el consentimiento del tenedor de dicho pagaré cuando esté en manos de un prestamista asegurado) o para el pago de cualquier deuda a favor del acreedor hipotecario, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cualquier parte de los bienes de la hipoteca aquí constituída u otorgar diferimiento o postergación de esta hipoteca a favor de cualquier otro gravámen constituído sobre dichos bienes.

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(Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca, incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones parciales, subordinación, cancelación total, radica sola y exclusivamente en el acreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o interés alguno en o sobre el gravámen y los beneficios aquí contenidos. ————————————————————

(Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cualesquiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poseída o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipotecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía constituirá incumplimiento de esta hipoteca.

(Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca será remitido por correo certificado a menos que se disponga lo contrario por ley, y será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto, en el caso del acreedor hipotecario a Administración de Hogares de Agricultores, Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el caso del deudor hipotecario, a él a la dirección postal de

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su residencia según se especifica más adelante. ----------

(Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario el importe de cualquier sentencia obtenido por expropiación forzosa para uso público de los bienes o parte de ellos así como también el importe de la sentencia por daños causados a los bienes. El acreedor hipotecario aplicará el importe que reciba al pago de los gastos en que incurriere en su cobro y el balance al pago del pagaré y cualquier deuda al acreedor hipotecario garantizada por esta hipoteca, y si hubiere algún sobrante, se reembolsará al deudor hipotecario. ----------

SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso de ejecución de esta hipoteca, de conformidad con la ley hipotecaria, según enmendada, el deudor hipotecario por la presente tasa los bienes hipotecados en la suma de NOVENTA Y CUATRO MIL DOSCIENTOS------

NOVENTA Y CINCO DOLARES ($94,295.00)----------

OCTAVO: El deudor hipotecario por la presente renuncia al trámite de requerimiento y se considerará en mora sin necesidad de notificación alguna por parte del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Administración de Hogares de Agricultores ahora en vigor y a futuros reglamentos, no inconsistentes con los términos de esta hipoteca, así como también sujeta a las leyes del Congreso de Estados Unidos de América que autorizan la asignación y aseguramiento del préstamo antes mencionado. ----------

NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes:

Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de esta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor hipotecario cediere esta hipoteca sin asegurar el pagaré:

---DIEZ MIL---------- DOLARES ($ 10,000.00)
el principal de dicho pagaré, con sus intereses según estipulados a razón del
----------CINCO-------- por ciento (5 %) anual;

Dos. En todo tiempo cuando el pagaré es poseído por un prestamista asegurado:

(A) ---DIEZ MIL----------
----------DOLARES ($10,000.00)

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para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado por motivo del incumplimiento del deudor hipotecario de pagar los plazos según se especifica en el pagaré, con intereses según se especifica en el párrafo SEXTO, Tercero: ----------

-(B) ---QUINCE MIL----------

---------- DOLARES ($ 15,000.00)

para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda sufrir bajo su seguro de pago del pagaré; ----------

Tres. En cualquier caso y en todo tiempo; ----------

(A) ---CUATRO MIL----------

---------- DOLARES ($4,000.00---)

para intereses después de mora; ----------

(B) ---DOS MIL----------

---------- DOLARES ($2,000.00--)

para contribuciones, seguro y otros adelantos para la conservación y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo SEXTO, Tercero; ----------

(C) ---MIL ----------

---------- DOLARES ($ 1,000.00--)

para costas, gastos y honorarios de abogado en caso de ejecución; ----------

(D)---MIL----------

---------- DOLARES ($ 1,000.00--)

para costas y gastos que incurriere el acreedor hipotecario en procedimientos para defender sus intereses contra cualquier persona que intervenga o impugne el derecho de posesión del deudor hipotecario a los bienes según se consigna en el párrafo SEXTO, Trece. ----------

DECIMO: Que el (los) pagaré(s) a que se hace referencia en el párrafo TERCERO de esta hipoteca es (son) descrito(s) como sigue: ----------

"Pagaré otorgado en el caso número sesenta y tres guión treinta y--cuatro guión quinienoos, digo, quinientos ochenta y uno ocho--ochentos veinticuatro setecientos uno (63-34-581824701)--------

---------- fechado el día siete (7) de febrero

---------- de FEBRERO----- de mil novecientos ochenta (1980),----

---

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por la suma de DIEZ MIL DOLARES ($10,000.00)----------
---------dólares de principal más intereses sobre el balance del principal adeudado a razón del CINCO POR CIENTO----------
------- (--5%--) por ciento anual, hasta tanto su principal sea totalmente satisfecho según los términos, plazos, condiciones y estipulaciones contenidas en dicho pagaré y según acordados y convenidos entre el Prestatario y el Gobierno; excepto el pago final del total de la deuda aquí representada, de no haber sido satisfecho con anterioridad, vencerá y será pagadero a los DIEZ (10)---------- años de la fecha de este pagaré. — Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido por el Gobierno al Prestatario de conformidad con la Ley del Congreso de los Estados Unidos de América denominada "Consolidated Farm and Rural Development Act of 1961" o de conformidad con el "Title V of the Housing Act of 1949", según han sido enmendadas y está sujeto a los presentes reglamentos de la Administración de Hogares de Agricultores y a los futuros reglamentos no inconsistentes con dicha Ley . De cuya descripción, yo, el Notario Autorizante, DOY FE. ----------

UNDECIMO: Que la propiedad objeto de la presente escritura y sobre la que se constituye Hipoteca Voluntaria, se describe como sigue: ----------
---"RUSTICA:- COMPUESTA de OCHENTA Y NUEVE CUERDAS CON MIL CUATROCIENTAS OCHO DIEZ MILESIMAS DE OTRA, sita en el Barrio Mara--villa del término municipal de Las Marías, en lindes por el:----
---NORTE:- con Francisco Mártir hoy, antes Antonio Rodríguez,--separado por una quebrada, Juan Mártir, Santiago Rodríguez, la-PRRA, Bernardo Méndez, hoy antes Gabino Carrero, separado por un-caño y Fernando Guilloty, antes Pedro González, por el----------
---SUR:- con José Ríos, la PRRA, José Carlos Lugo, por el--------
---ESTE:- hoy Bernardo Méndez, antes Angel Colón y Augusto Cruz-separados por una quebrada y por el----------
---OESTE:- hoy Comunidad Rural Laverne, separado por una quebrada antes terrenos de Lucas Laverne, ----------
separado por una quebrada. Está atravesada de Norte a Sur por la carretera de San Sebastián a Las Marías."----------
---Inscrita al folio sesenta y cuatro (64) del tomo cincuenta y-dos (52) de Las Marías, finca número quinientos once (511).-----
---

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Adquirió el prestatario la descrita finca por compra a--------
Juana Rullán Frontera, Augusto Pérez y Margarita Elías,---------
según consta de la Escritura Número Cuatro y Setenta y Nueve,-
---------- de fecha 8 de enero de 1951 y 21 de mayo de
1952,---------- otorgada en la ciudad de Mayaguez y San Juan
ante el Notario Oscar Souffront y Buenaventura Esteves.---------
Dicha propiedad se encuentra afecta a las siguientes hipotecas:
Seis Mil Cuatro Cientos Dólares ($6,400.00) a favor de la Corpo--
ración de Crédito Agrícola, Trece Mil Novecientos Noventa y Cinco
Dólares ($13,995.00) a favor de la Corporación de Crédito Agrícola
Cincuenta y Seis Mil Novecientos Dolares ($56,900.00) a favor de-
Estados Unidos de América y Siete Mil Dólares ($7,000.00) a favor
de la Corporación de Crédito Agrícola.----------

DUODECIMO: Que comparecen en la presente escritura como------
Deudores Hipotecarios :-DON LUIS SANTALIZ CAPESTANY y ESTHER--
RIVERA DETRES, mayores de edad, casados entre sí, propietarios y
vecinos de Las Marías, Puerto Rico,----------
cuya direccion postal es:
---Apartado ciento setenta y cinco (175) Las Marías, Puerto Rico.

DECIMO TERCERO: El importe del préstamo aquí consignado se
usó ó será usado para fines agrícolas y la construcción y/o
reparación y/o mejoras de las instalaciones físicas en la-----
finca(s) descrita(s).-------- ---------- --- ---- --- ----
DECIMO CUARTO: El prestatario ocupará personalmente y usará--
cualquier estructura que haya sido construída, mejorada o-----
comprada con el importe del préstamo aquí garantizado y no----
arrendará o usará para otros fines dicha estructura a menos que
el Gobierno lo consienta por escrito. La violación de esta---
clausula como la violación de cualquiera otro convenio o cláu-
sula aquí contenida ocasionará el vencimiento de la obligación
como si todo el término hubiese transcurrido y en aptitud el
Gobierno de declarar vencido o pagadero el préstamo y proceder
a la ejecución de la hipoteca.---------- --
DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda

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descrita(s) y a toda mejora, construcción o edificación que se construya en dicha finca(s) durante la vigencia del ------ préstamo hipotecario constituido a favor del Gobierno, verificada por los actuales dueños deudores o por sus cesionarios o causahabientes.

DECIMO SEXTO: El deudor hipotecario por la presente------- renuncia mancomunada y solidariamente por sí y a nombre de-- sus herederos causahabientes, sucesores o representantes a-- favor del acreedor (Administración de Hogares de ---------- Agricultores), cualquier derecho de Hogar Seguro (Homestead) que en el presente o en el futuro pudiera tener en la ------ propiedad descrita en el párrafo undédimo y en los edificios allí enclavados o que en el futuro fueran construídos; ----- renuncia esta permitida a favor de la Administración de ---- Hogares de Agricultores por la Ley Número trece (13) del --- veintiocho (28) de mayo de mil novecientos sesenta y nueve-- (1969) (31 L.P.R.A. 1851).----------

DECIMO SEPTIMO: El acreedor y el deudor hipotecario ------- convienen en que cualquier estufa, horno, calentador comprado o financiado total o parcialmente con fondos del préstamo aquí garantizado, se considerará e interpretará como parte-- de la propiedad gravada por esta Hipoteca.----------

----------ACEPTACION Y ADVERTENCIAS----------

Los comparecientes aceptan esta escritura en todas sus partes. Se hicieron las advertencias legales de rigor.----------

----------OTORGAMIENTO----------

Así lo dicen y lo otorgan los comparecientes por ante mí el Notario, luego de haber renunciado al derecho que les hice saber tenían para requerir la presencia de testigos instrumentales

----------LECTURA----------

Leída en alta voz esta escritura a los otorgantes por mí el Notario y habiéndoles advertido del derecho a leerla por ellos mismos, el cual renunciaron, en la misma se ratifican, fijan su iniciales en todos y cada uno de los folios de este documento y firman en un solo acto por ante mí el Notario, que DOY FE---- de todo lo consignado ant[illegible]ente en el presente doc[illegible] público.----------

---FIRMADOS:- LUIS SANTALIZ CAPESTANY, ESTHER RIVERA DETRES.----------

---FIRMADO, SIGNADO, SELLADO Y RUBRICADO, RAMON----- RAFAEL LUGO BEAUCHAMP.----------

CERTIFICO:— Que la que precede es copia fiel y exacta de su original que bajo el número 56 obra en mi poder de instrumentos públicos para el corriente año. Hay adheridos y debidamente cancelados en el original los correspondientes sellos de Rentas Internas e Impuesto notarial.

EN TESTIMONIO DE LO CUAL, y para entregar a DON Adm. de Hogar de Agricultura, expido la presente copia certificada, que FIRMO, SIGNO, SELLO Y RUBRICO, en Ponce, Puerto Rico, el mismo día de su otorgamiento dejando anotada su razón. DOY FE.

RAMON ROSAEL LUGO BEAUCHAMP
Notario Público

RAMON ROSAEL LUGO ABOGADO NOTARIO POR VOLUNTAD DE DIOS

COLEGIO DE ABOGADOS DE PUERTO RICO
CINCO DOLARES
UN DOLAR

CERTIFICADO

Inscrita la hipoteca que requiere este documento, al folio 57, del tomo 127 de las Indias e inscripción 32ª. Dominio y grava además con las hipotecas a favor de Estados Unidos de América y a favor de la Corporación de Crédito Agrícola por las sumas $56,900.00 y $7,000.00. Mayaguez a 13 de febrero de 1980.
Sin Derechos

Registrador

Se aclara la nota que precede para hacer constar que la finca se halla gravada además con las hipotecas a favor de la Corpora-

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SECCIÓN II
MAYAGUEZ

Exhibit 12

FmHA Form 1940-17 (S)
(Rev. 11-1-78)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION
PROMISSORY NOTE

TYPE OF LOAN
Type: OL
In accordance with:
Consolidated Farm and Rural Development Act
Emergency Agricultural Credit Adjustment Act of 1978

Name: LUIS SANTALIZ CAPESTANY
State: PUERTO RICO
Office: LARES
Case Number: 63-34-581824701
Date: MAY 29, 1980

ACTION REQUIRING NOTE:

X Initial Loan
Subsequent Loan
Consolidation and Subsequent Loan
Consolidation

New Payment Plan
Reamortization
Sale on Credit
Deferred Payments

FOR VALUE RECEIVED, the undersigned Borrower(s) and any other co-borrower, jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture (herein called the "Government"), or its representative, at its offices in LARES, PUERTO RICO, or at another location designated in writing by the Government, the principal sum of SEVEN THOUSAND DOLLARS ($7,000.00), plus interest on the unpaid principal of ELEVEN PERCENT (11%) PER ANNUM. If this note is for a Limited Resources Loan (indicated in the box above, under the heading "Type of Loan"), the Government may CHANGE THE INTEREST RATE, in accordance with the Farmers Home Administration regulations, not more frequently than a calendar trimester basis, and shall notify Borrower at his most current address by mail, with thirty (30) days' notice. The new interest rate shall not exceed the highest interest rate established by the Farmers Home Administration regulations for the type of loan indicated above.

Principal and interests shall be paid in 8 installments, as indicated below, unless modified by a different interest rate, on or before the following dates:

$458.00.....on January 1, 1981

$1,486.00.....on January 1, 1982
$1,486.00.....on January 1, 1983
$1,486.00.....on January 1, 1984
$1,486.00.....on January 1, 1985
$1,486.00.....on January 1, 1986
$1,486.00.....on January 1, 1987

and $_____ each January first subsequently thereafter until the principal and interests are completely paid, except for the final payment of the debt evidenced herein, which, if not sooner paid, shall be due and payable 7 years from the date of this note, with the exception that prepayments may be made as provided for below. The consideration hereof shall support any agreement modifying the schedule of payments.

If the total amount of the loan is not forwarded by the due date, the loan will be forwarded to Borrower, pursuant to request by Borrower and approval by the Government. Approval by the Government shall be granted only when the loan is requested for purposes authorized by the Government. Interests will accrue on the amount of each loan starting on the date these become effective as shown in the Payment Log at the end of this note. Borrower authorizes the Government to note the amount(s) and date(s) of any prepayment(s) in the Payment Log.

For any note that is reamortized, consolidated or with a new payment plan, interests accumulated as of the date of this instrument will be added to the principal and the new principal will accrue interests at the rate evidenced herein.

Every payment made on any indebtedness evidenced by this note shall be applied first to interests computed as of the effective payment date and then to the principal.

Payments in advance of scheduled installments, or any portion thereof, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in regulations (7 C.F.R. 1861.2) of the Farmers ~~Home Administration,~~ according to the source of the funds involved, shall, after payment of interest, be applied to the last installments to come due under this promissory note, and shall not affect Borrower's duty to pay the remaining installments as scheduled herein. If at any time the Government should assign this promissory note and insure payment of the same, the Borrower shall continue making payments to the Government as collecting agent of the holder.

If this note is held by an insured lender, advance payments made by Borrower may, at the Government's option, be transferred promptly by the Government to the holder, except the final payment, or such payments shall be retained by the Government and transferred to the holder either on an annual installment due date basis. The effective date of any advance payment retained and transferred by the Government to the holder on an annual installment due date basis shall be the date of Borrower's advance payment, and the Government shall pay the interest to which the holder is entitled, accruing between the effective date of any such advance payment and the date of the Treasury check paid to the holder.

Any amount forwarded or invested by the Government in order to collect on this promissory note or to preserve or protect the security of the loan or paid in any way under the terms of any security agreement or other instrument executed in relation to the loan evidenced herein, shall, at the option of the Government, become part of the loan and shall accrue interest at the same rate as the principal of the debt evidenced herein and shall be immediately due and payable by the Borrower to the Government without the need of requirements.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced herein shall not be voluntarily leased, surrendered, sold, transferred, or encumbered, without the previous written consent of the Government. Unless the Government gives written consent to the contrary, Borrower will personally manage said property as a farm if this is a Farm Owner (FO) loan.

If "Consolidation and Subsequent Loan", "Consolidation", "Reamortization" or "New Payment Plan" is marked in the upper box of the first page titled "Action Requiring Note", this promissory note is executed to consolidate, reamortize or as evidence of a new payment plan, but not to satisfy the principal and interests of the following promissory note(s) or assumption agreement(s) (new terms):

AMOUNT OF NOTE: $
INTERESTS: %
DATE:
ORIGINAL BORROWER:
LAST INSTALLMENT DUE:

The security documents taken in relation to the loans evidenced by the described promissory notes or other stated obligations are not affected by the execution of this consolidation, reamortization or new payment plan. These security instruments shall remain in effect and the security offered for the loans evidenced by the described promissory notes shall continue to guarantee the loan evidenced by this promissory note and by any other stated obligations.

REFINANCING AGREEMENT: If at any time the Government determines that Borrower may be able to obtain a loan from a responsible cooperative or other private credit source at reasonable rates and terms for loans for similar purposes and time periods, Borrower shall, at the Government's request, apply for and accept a loan of a sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary shares.

DEFAULT: Failure to pay any debt described herein when due, or failure to comply with any condition or agreement of this document, shall constitute default under any other instrument evidencing a debt insured or guaranteed by the Government, or in any other way related to such debt, that the Borrower may have; and default under any other instrument shall constitute default under the terms of this document. UPON ANY SUCH

DEFAULT, the Government, at its discretion, may declare all or part of such debt due and payable immediately.

This note is given as evidence of a loan to Borrower made or insured by the Government, pursuant to the Consolidated Farm and Rural Development Act or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan indicated in the box 'TYPE OF LOAN" above. This note is subject to the present regulations of Farmers Home Administration and to its future regulations not inconsistent with the stipulations expressed herein.

Presentation, protest, and notice are hereby expressly waived.

[Signature]
LUIS SANTALIZ CAPESTANY (BORROWER)
[Signature]
ESTER RIVERA (BORROWER)

BOX 175
LAS MARIAS, P.R. 00670

The amount of this promissory note and the mortgage securing it, reamortized on June 19, 1985, had an unpaid balance of $5,162.82, with interests at the rate of 11% per annum; it shall accrue interest at the rate of 7.25% per annum and shall be paid as follows:
$210.00 on January 1st, 1986; $575.00 on January 1st, 1987 and that same amount on every January first subsequently thereafter, except for the final payment of the debt evidenced herein, which shall be paid on or before January first, 2001, pursuant to deed number 105, dated June 19, 1985, before the Notary Ramón Rafael Lugo Beauchamp. I BEAR WITNESS.
Lares, Puerto Rico, June 19, 1985.
[Signature]
RAMON RAFAEL LUGO BEAUCHAMP
[Seal]

PAYMENT LOG

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
$7,000.00	05-29-80	$		$	

TOTAL: $7,000.00

The following lots have been released from this mortgage:
548.3297 meters squared; 549.2385 meters squared; 505.8749 meters squared; 507.7778 meters squared; 646.3852 meters squared; 577.3745 meters squared; 557.7148 meters squared; 519.6524 meters squared; recorded on pages 215, 223, 231, 239, 247, 1, 9 and

17, volumes 143 and 144 of Las Marías, in consideration of the payment received of $738.00.

In Arecibo, P.R., December 24, 1992
[Signature]
RAMON RAFAEL LUGO BEAUCHAMP
NOTARY PUBLIC
[Seal]

CERTIFICATION
I, ILEANA ECHEGOYEN, of legal age, single, a resident of Rio Piedras, Puerto Rico, in my official capacity as State Director of the Farmers Home Administration, U.S. Department of Agriculture, hereby declare under penalty of perjury that this is a true and exact copy of the original document which I have under my custody.
San Juan, Puerto Rico
[Signature]
ILEANA ECHEGOYEN
State Director

CERTIFICATE

I hereby certify that the attached Promissory Note is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced, competent and certified to translate from Spanish into English.

DATED this 4th day of April of 2005.

Nicole Harris

WITNESS my hand and official seal hereto affixed this
4th day of April of 2005.

Signature

Notary Public
State of Washington
Rosa Walker
Commission Expires 02-01-06

Print Name: Rosa Walker
Notary Public in and for the State of Washington
My appointment expires: 02/01/06

Forma FmHA 1940-17 (S)
(Rev. 11-1-78)

DEPARTAMENTO DE AGRICULTURA DE ESTADOS UNIDOS
ADMINISTRACION DE HOGARES DE AGRICULTORES

PAGARE

CLASE DE PRESTAMO
Tipo: OL
De acuerdo a:
☐ Consolidated Farm & Rural Development Act
☐ Emergency Agricultural Credit Adjustment Act of 1978

Nombre LUIS SANTALIZ CAPESTANY	
Estado PUERTO RICO	Oficina LARES
Caso Núm. 63-34-581824701	Fecha 29 de MAYO de 1980

ACCION QUE REQUIERE PAGARE:
☒ Préstamo Inicial
☐ Préstamo Subsiguiente
☐ Consolidación y préstamo subsiguiente
☐ Consolidación
☐ Nuevo Plan de Pago
☐ Reamortización
☐ Venta a Crédito
☐ Pagos Diferidos

POR VALOR RECIBIDO, el Prestatario(s) subscribiente y cualquier otro co-deudor mancomunada y solidariamente pagaremos a la orden de Estados Unidos de América, actuando por conducto de la Administración de Hogares de Agricultores del Departamento de Agricultura de los Estados Unidos (denominado en adelante el "Gobierno") o su cesionario en su oficina en LARES, PUERTO RICO o en otro sitio designado por el Gobierno por escrito, la suma principal de SIETE MIL ---------- ---------- dólares ($ 7,000.00) más intereses sobre el principal adeudado al ONCE POR CIENTO (11 %) anual. Si este pagaré es para un préstamo de Recursos Limitados (indicado en el encasillado superior "Clase de Préstamo"), el Gobierno puede **CAMBIAR EL PORCIENTO DE INTERES**, de acuerdo con los reglamentos de la Administración de Hogares de Agricultores, no más frecuente que trimestralmente, notificando por correo al Prestatario con treinta (30) días de anticipación a su última dirección. El nuevo tipo de interés no deberá exceder el porciento de interés más alto establecido en los reglamentos de la Administración de Hogares de Agricultores para el tipo de préstamo arriba indicado.

Principal e intereses serán pagados en 8 plazos, según indicado abajo, excepto si es modificado por un tipo de interés diferente, en o antes de las siguientes fechas:

$ 458.00	en enero 1, 1981;	$ 1,486.00	en enero 1, 1986;
$ 1,486.00	en enero 1, 1982	$ 1,486.00	en enero 1, 1987;
$ 1,486.00	en enero 1, 1983	$	en enero 1, 19 ;
$ 1,486.00	en enero 1, 1984	$	en enero 1, 19 ;
$ 1,486.00	en enero 1, 1985	$	en enero 1, 19 ;

y $ _____, subsiguientemente en enero 1 de cada año hasta que el principal e intereses sean completamente pagados excepto que el plazo final de la deuda aquí evidenciada, de no ser pagada anteriormente, vencerá y será pagadero en 7 años de la fecha de este pagaré y excepto que se podrán hacer pagos adelantados según se provee más abajo. La consideración aquí envuelta respaldará cualquier convenio modificando el plan de pagos.

Si la cantidad total del préstamo no es adelantada a la fecha del cierre, el préstamo será adelantado al Prestatario según solicitado por el Prestatario y aprobado por el Gobierno. La aprobación del Gobierno será dada siempre y cuando el adelanto es solicitado para un propósito autorizado por el Gobierno. Se acumularán intereses por la cantidad de cada adelanto desde su fecha actual como se demuestra en el Registro de Adelantos en el final de este pagaré. El Prestatario autoriza al Gobierno a anotar la(s) cantidad(es) y fecha(s) de tal(es) adelanto(s) en el Registro de Adelantos.

En cada pagaré reamortizado o consolidado, o con un nuevo plan de pago, los intereses acumulados a la fecha de este instrumento deberán ser sumados al principal y ese nuevo principal acumulará intereses a razón del porciento evidenciado por este instrumento.

Todo pago hecho en cualquier deuda representada por este pagaré será primero aplicado a intereses computados a la fecha efectiva del pago y después al principal.

Este Pagaré se otorga como evidencia de un préstamo al Prestatario concedido o asegurado por el Gobierno de conformidad con la Consolidated Farm and Rural Development Act o el Emergency Agricultural Credit Adjustment Act of 1978 y para el tipo de préstamo según indicado en el encasillado "CLASE DE PRESTAMO" más arriba. Este Pagaré está sujeto a los reglamentos presentes de la Administración de Hogares de Agricultores y a sus futuros reglamentos no inconsistentes con las estipulaciones aquí consignadas.

Presentación, protesto y aviso son por la presente expresamente renunciados.

El importe de este pagaré y la hipoteca que lo garantiza reamortizado al día 19 de junio de 1985, dió un saldo deudor montante a la suma de $5,162.82 con intereses a razón de 11 por ciento anual el cual devengará intereses a razón de 7.25% anual y el cual habrá de ser pagado en la siguiente forma: $210.00 en enero 1ero. de 1986, $575.00 en enero primero de 1987 y esa misma cantidad en ó antes de cada enero primero subsiguiente exxepto el pago final del total de la deuda aquí evidenciada se hará en ó antes del 1ero. de enero del año 2001, según resulta de la escritura número 105 de fecha 19 de junio de 1985 ante el Notario Ramón Rafael Lugo Beauchamp.
DOY FE. ----------
---En Lares, Puerto Rico a 19 de junio de 1985.

RAMON RAFAEL LUGO BEAUCHAMP
Notario Público

Luis Santaliz Capestany (Prestatario)

Esther Rivera (Prestatario)

Box 175

Las Marias, P.R. 00670

RAMON RAFAEL LUGO
ABOGADO
NOTARIO
POR VOLUNTAD DE DIOS

REGISTRO DE ADELANTOS					
CANTIDAD	FECHA	CANTIDAD	FECHA	CANTIDAD	FECHA
$ 7,000.00	05-29-80	$		$	
$		$		$	
$		$		$	
$		$		$	
			TOTAL	$ 7,000.00	

Jay-Ce-Agricultura

Posición 2

Forma FmHA 1940-17 (S)
(Rev. 11-1-78)

Exhibit 14

FmHa Form 427-1 PR
10/77

NUMBER TWO HUNDRED AND SIXTY

VOLUNTARY MORTGAGE

In the town of Lares, Puerto Rico, on May twenty-nine, nineteen eighty.

BEFORE ME

RAMON RAFAEL LUGO BEAUCHAMP, Attorney and Notary Public for the island of Puerto Rico, with residence in Lares, Puerto Rico and offices in Lares, Puerto Rico.

THERE NOW APPEAR:

The persons named in paragraph TWELFTH of this mortgage, hereinafter called the "mortgagor," and whose personal circumstances appear in said paragraph.

I, the Notary, attest to personal acquaintance of the parties, as well as to their statements regarding their age, marital status, profession, and residence.

They assure me they are in full exercise of their civil rights and the free administration of their property, and they have, in my judgment, the necessary legal capacity to execute this document.

THEY DECLARE:

FIRST: That the mortgagor is the owner of the farm or farms described in paragraph ELEVENTH, and of all rights and interests in the same, referred to hereinafter as "the property."

SECOND: That the property mortgaged herein is subject to the liens specified in paragraph ELEVENTH herein.

THIRD: That the mortgagor is indebted to the United States of America, acting through the Farmers Home Administration, referred to hereinafter as the "mortgagee," in connection with
THIRD: That the mortgagor is indebted to the United States of America, acting through the Farmers Home Administration, referred to hereinafter as "mortgagee," in connection with a loan or loans represented by one or more promissory notes or subrogation agreements, referred to hereinafter as "the note," whether one or more. It is required by the Government that additional monthly payments of one twelfth of the taxes, insurance premiums, and other charges on the mortgaged property.

FOURTH: It is understood that:

(One) The note represents a loan or loans to mortgagor in the principal amount specified herein, granted with the purpose and intention that the mortgagee may at any time surrender the note and insure the payment thereof pursuant to the Act of 1961, consolidating the Farmers Home Administration, or Title Five of The Housing Act of 1949, as amended.

(Two) When payment of the note is guaranteed by the mortgagee, it may be transferred from time to time, and each holder of said note will in turn be considered the insured lender.

(Three) When payment of the note is insured by the mortgagee, the mortgagee will execute and deliver to the insured lender, along with the note, an insurance endorsement fully guaranteeing payment of the principal and interest on said note.

(Four) Whenever payment of the note is insured by the mortgagee, the mortgagee, by agreement with the insured lender, shall determine on the insurance endorsement the portion of the note's interest to be designated as "annual charges."

(Five) As a condition of the insurance of the note's payment, the holder will surrender all rights and remedies against the mortgagor and any others in connection with said loan, as well as any benefit of this mortgage, and will accept in its place the insurance benefits, and in the event that the mortgagor violates any agreement or stipulation contained herein, or in the note, or in any other supplementary agreement, the mortgagee may require the note to be endorsed to himself.

(Six) It is the purpose and intent of this mortgage that, among other things, whenever the note is held by the mortgagee, or in the event the mortgagee should transfer this mortgage without insuring the note, this mortgage shall guarantee payment of the note; but when the note is held by an insured lender, this mortgage shall not guarantee payment of the note, nor shall it form any part of the debt represented thereby, but the note and said debt shall constitute an indemnity mortgage to insure the mortgagee against any loss ~~under its~~ insurance endorsement by reason of any default by the mortgagor.

FIFTH: That, in consideration of said loan and (a) whenever the note is held by the mortgagee, or in the event that the mortgagee should transfer this mortgage without insuring the note's payment, in guarantee of the amount of the note as specified in subparagraph (one) of paragraph NINTH, with interest at the rate stipulated, and to insure prompt payment of said note, and any renewals or extensions thereof, and any agreements contained therein, (b) whenever the note is held by an insured lender guaranteeing the amounts specified in subparagraph (two) of paragraph NINTH, in order to guarantee compliance with the mortgagor's agreement to indemnify and hold harmless the mortgagee against losses under its insurance endorsement by reason of any default by the mortgagor, and (c) in any event and at all times whatsoever, to guarantee the additional amounts specified in subparagraph (three) of paragraph NINTH, and to insure mortgagor's compliance with each and every agreement and stipulation herein, or in any supplementary agreement, mortgagor hereby grants to mortgagee a voluntary mortgage

on the property described in paragraph ELEVENTH, together with all rights, interests, easements, inheritances, and appurtenances thereto belonging; all income, credits, profits, revenues; all improvements or personal property thereto attaching, at present or in the future, or which are reasonably necessary for the use thereof; all water, water rights, or shares in said rights; pertaining to the farms, and all payments at any time owing to mortgagor by virtue of the sale, lease, transfer, conveyance, or total or partial expropriation of, or injury to, any part thereof, or to their interests, it being understood that this mortgage will continue in full force and effect until all amounts specified in paragraph NINTH, with interest before and after maturity, until they have been paid in full. In case of foreclosure, the property will be responsible for the payment of the principal, interest thereon before and after maturity, losses sustained by mortgagee as insurer of the note, taxes, insurance premiums, or any other disbursements or advances by mortgagee, to be paid by mortgagor with interest until all costs and expenses, including fees of mortgagee's attorneys, are paid to mortgagee, along with all extensions and renewals of said obligations, with interest, and all other charges and additional amounts specified in paragraph NINTH.

SIXTH: Mortgagor explicitly agrees to the following:

(One) To pay promptly to the mortgagee any debt herein guaranteed and to indemnify and hold mortgagee harmless against any loss under its insurance for payment of the note by reason of any default by mortgagor. Whenever the note is held by an insured lender, mortgagor shall continue making payments on the note to mortgagee, as collection agent for the holder.

(Two) To pay the mortgagee an initial fee for inspection and appraisal and any delinquency charges, now or hereafter required by Farmers Home Administration regulations.

(Three) Whenever the note is held by an insured lender, any amount due and unpaid under the terms of the note, less the amount of the annual charge, may be paid by mortgagee to the holder of the note under the terms of the note and of the insurance endorsement referred to in the above paragraph FOURTH, the responsibility of the mortgagor.

Any amount due and unpaid under the terms of the note, whether it is held by mortgagee or by an insured lender, may be credited to the note by mortgagee, and shall thus constitute an advance by mortgagee, the responsibility of mortgagor.

Any advance by mortgagee as described in this subparagraph shall bear interest at the annual rate of ELEVEN PERCENT (11%), from the date on which payment was due until the date on which mortgagor pays the debt.

(Four) Whether or not the note is insured by mortgagee, any and all amount advanced by mortgagee for insurance premiums, repairs, liens, or other claims for the protection of the mortgaged property, or for taxes or assessments or other similar charges due to

mortgagor's failure to pay said charges, shall bear interest at the rate stated in the preceding subparagraph, from the date of the advance until mortgagor pays said advance.

(Five) All advances made by mortgagee as described in this mortgage, with interest, shall be immediately due and payable by mortgagor to mortgagee without need for advance notification in the place designated in the note, and shall be guaranteed by this mortgage. No advance by mortgagee shall relieve mortgagor from breach of his covenant to pay. Such advances, with interest, shall be repaid from the first payments received from mortgagor. In the absence of such advances, all payments verified by mortgagor may be applied to the note or to any other mortgagee debt guaranteed herein, in the order determined by mortgagee.

(Six) To use the amount of the loan indicated in the note solely for purposes authorized by mortgagee.

(Seven) To pay when due all taxes, special assessments, liens, and charges encumbering the property or the rights or interests of mortgagor under the terms of this mortgage.

(Eight) To obtain and maintain insurance against fire and other hazards as required by mortgagee on all existing buildings and property improvements, as well as on all future improvements. The insurance against fire and other hazards will be in the form, in the amount, and on the terms and conditions approved by mortgagee.

(Nine) To keep the property in good condition and to promptly make all necessary repairs in order to preserve the property; he will refrain from any activity, or from allowing any activity, which would result in the deterioration of the property; he will not remove nor demolish any building or improvement on the property; nor will he cut or remove wood from the farm, nor remove nor permit to be removed gravel, sand, oil, gas, coal, or other minerals, without mortgagee's consent, and will promptly carry out the repairs on the property that mortgagee may request from time to time. Mortgagor shall comply with soil conservation practices and farm and home management plans that mortgagee may prescribe from time to time.

(Ten) If this mortgage is granted for a loan to a farm owner as identified in Farmers Home Administration regulations, the mortgagor shall personally manage the property, on his own or through family labor, as a farm and for no other purpose, and shall not lease the farm, nor any part of it, unless mortgagee gives written consent to another method of operation or lease.

(Eleven) To submit information regarding income and expenses and any other information related to the management of the property, in the form and manner the mortgagee may require, and to comply with all laws, ordinances, and regulations affecting the property or its use.

(Twelve) Mortgagee, along with his agents and attorneys, shall at all times have the right to inspect and examine the property for the purpose of ascertaining whether security is

deteriorating or being compromised, and if such inspection or examination shall disclose, in mortgagee's judgment, that security is in fact deteriorating or being compromised, this shall constitute a breach by mortgagor of this mortgage agreement.

(Thirteen) If any other person interferes with or contests mortgagor's rights of possession of the property, mortgagor shall immediately notify mortgagee of such action, and mortgagee may decide to institute the measures necessary to defend his interests, and any costs or expenditures incurred by mortgagee due to said measures will be added to mortgagor's debt, and will be guaranteed by this mortgage as additional credits under the clause regarding advances, expenditures and other payments.

(Fourteen) If at any time while this mortgage remains in effect, mortgagor shall abandon the property or voluntarily return it to mortgagee, mortgagee is hereby authorized and empowered to take possession of the property, to lease and administer it, and to collect the rents, benefits, and income from them, and to apply them first to the costs of collection and administration, and secondly to the payment of the debt described by the note or any other debt to mortgagee herein guaranteed, in the order and manner to be determined by mortgagee.

(Fifteen) At any time that mortgagee determines that mortgagor may be able to obtain a loan from a production credit association, from a Federal Bank or other responsible source, whether cooperative or private, with a rate of interest and terms that are reasonable for loans of similar duration and purposes, then mortgagor, at mortgagee's request, will apply for and accept such a loan in a sufficient amount to pay the note and any other debt guaranteed herein, and to pay for the necessary shares in the cooperative agency with respect to such a loan.

(Sixteen) In the event of default in the discharge of any obligation guaranteed by this mortgage, or if mortgagor, or any other person included herein as a mortgagor, defaults in the payment of any amount, or violates or fails to comply with any clause, condition, stipulation, covenant, or agreement contained herein, or in any supplementary agreement, or if mortgagor dies or is declared incompetent, bankrupt, or insolvent, or makes a transfer for the benefit of creditors, or if the property or any part thereof or interest therein is sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise, without mortgagee's written consent, then mortgagee is irrevocably authorized and empowered, at his discretion and without notice: (One) to declare all debt left unpaid under the terms of this note, or any other debt to mortgagee guaranteed herein, immediately due and payable, and to proceed to foreclosure in accordance with the law and the provisions thereof; (Two) to incur and pay reasonable expenses for the repair and maintenance of the property and any expenses or obligations that mortgagor failed to pay as agreed in this mortgage, including taxes, assessments, insurance premiums, and any other expenses or costs for the protection and preservation of the property and of this mortgage, or for violation of any provision of this mortgage; and (Three) to request the protection of the law.

(Seventeen) Mortgagor shall pay, or shall reimburse mortgagee for all necessary expenses

for the fulfillment of the covenants and agreements of this mortgage, and of the note and of any supplementary agreement, including the costs of surveying, title search, court costs, deed recording, and attorneys' fees.

(Eighteen) Without in any way affecting mortgagee's right to require and enforce at any subsequent date the covenants, agreements, or obligations herein set forth, or other similar agreements, and without affecting the liability of any person for payment of the note or any other debt herein guaranteed, and without affecting the lien created upon the property or the priority of said lien, mortgagee is hereby authorized and empowered at any time: (one) to waive the performance of any agreement or obligation contained herein, or in the note, or in any supplementary agreement; (two) to negotiate with mortgagor or to grant to mortgagor any indulgence or forbearance or extension of the time for payment of the note (with the consent of the note's holder when it is held by an insured lender), or for payment of any debt to the mortgagee herein guaranteed; or (three) to execute and deliver partial releases of any part of the mortgaged property described herein, or to grant deferment or postponement of this mortgage to any other lien on the property.

(Nineteen) All rights, title, and interest in or on this mortgage, including but not limited to the power to grant consent, partial releases, subordination, and revocation, shall be vested solely and exclusively in the mortgagee, and no insured lender shall have any right, title, or interest in or on this mortgage and any benefits herein contained.

(Twenty) Default on this mortgage shall constitute default on any other mortgage, loan, or real estate mortgage held or insured by mortgagee, and executed or assumed by mortgagor; and default on any such instrument shall constitute default on this mortgage.

(Twenty-One) All notices to be given under the terms of this mortgage shall be sent by certified mail unless otherwise required by law, and shall be addressed until some other address is designated in a notice provided to that effect, in the case of mortgagee, to Farmers Home Administration, United States Department of Agriculture~~, San Juan,~~ Puerto Rico; and in the case of mortgagor, to him at his residence address as stated below.

(Twenty-Two) Mortgagor hereby grants to mortgagee the amount of any judgment obtained through forced expropriation for public use of the property or any part thereof, as well as the amount of any judgment for damages to the property. Mortgagee will apply the amount so received to pay costs incurred in collection, and the balance will apply to payment of the note, and any indebtedness to mortgagee guaranteed by this mortgage, and if any amount then remains, will pay such amount to mortgagor.

SEVENTH: That for the purpose of the first auction to be held in case of foreclosure of this mortgage, in accordance with mortgage law, as amended, mortgagor does hereby appraise the mortgaged property in the amount of NINETY-FOUR THOUSAND TWO HUNDRED AND NINETY-FIVE DOLLARS ($94,295.00).

EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be considered in default with no need for prior notification by mortgagee. This mortgage is subject to the regulations of the Farmers Home Administration now in effect, and to future regulations, not inconsistent with the provisions of this mortgage, as well as to the laws of the United States Congress authorizing and insuring the aforementioned loan.

NINTH: The amounts guaranteed by this mortgage are as follows:

One. Whenever the note referred to in paragraph THIRD of this mortgage is held by mortgagee, or in the event mortgagee should transfer this mortgage without insuring the note: SEVEN THOUSAND DOLLARS ($7,000.00), the note's principal, together with interest as stipulated at the annual rate of ELEVEN PERCENT (11%).

Two. Whenever the note is held by an insured lender:

(A) SEVEN THOUSAND DOLLARS ($7,000.00), to compensate mortgagee for advances to the insured lender because of mortgagor's failure to pay the installments as specified in the note, with interest as indicated in paragraph SIXTH, subparagraph three;

(B) TEN THOUSAND FIVE HUNDRED DOLLARS ($10,500.00), to further compensate mortgagee against any losses suffered under its insurance for payment of the note;

Three. In any event and at any time:

(A) TWO THOUSAND EIGHT HUNDRED DOLLARS ($2,800.00) for interest upon default;

(B) ONE THOUSAND FOUR HUNDRED DOLLARS ($1,400.00) for taxes, insurance, and other advances for the preservation and protection of this mortgage, with interest at the rate stipulated in paragraph SIXTH, subparagraph three;

(C) SEVEN HUNDRED DOLLARS ($700.00) for court costs, expenses, and attorneys' fees in case of foreclosure;

(D) SEVEN HUNDRED DOLLARS ($700.00) for court costs and expenses incurred by mortgagee in proceedings to defend his interests against any other person interfering with or contesting the mortgagor's right of possession of the property, as provided in paragraph SIXTH, subparagraph thirteen.

TENTH: That the note referred to in the THIRD paragraph of this mortgage is described as follows:
"Promissory note executed in case number sixty-three dash thirty-four dash five hundred and eighty-one, eight hundred and twenty-four, seven hundred and one (63-34-581824701), dated May twenty-nine (29), nineteen eighty (1980), in the amount of SEVEN THOUSAND DOLLARS ($7,000.00) of principal, plus interest on the unpaid

principal at the rate of ELEVEN PERCENT (9%) per annum, until the principal is paid entirely according to the terms, installments, conditions, and stipulations contained in the note, and as agreed between the borrower and the Government; except that the final installment of the debt represented herein, if not previously paid, will be due and payable SEVEN (7) years as of the date of this note.

Said note is granted as evidence of a loan made by the Government to the borrower, pursuant to the law of the US Congress known as "Consolidated Farm and Rural Development Act of 1961," or pursuant to "Title V of the Housing Act of 1949," both as amended, and is subject to present Farmers Home Administration regulations, and to future regulations which are not inconsistent with these laws. To said note, I, the authorizing Notary, BEAR WITNESS.

ELEVENTH: That the property which is the subject of this deed and for which this voluntary mortgage is furnished, is described as follows:

RURAL: Consisting of EIGHTY-NINE POINT ONE FOUR ZERO EIGHT *CUERDAS**, located in Barrio MARAVILLA in the municipality of LAS MARIAS, Puerto Rico. Its boundaries are:

NORTH: Presently with Francisco Mártir, previously Antonio Rodríguez, separated by a stream, Juan Mártir, Santiago Rodríguez, the PRRA, presently Bernardo Méndez, previously Gabino Carrera, separated by a pipe and Fernando Guilloty, previously Pedro González; ,

SOUTH: With José Ríos, the PRRA, José Carlos Lugo;

EAST: Presently with Bernardo Méndez, previously Angel Colón and Augusto Cruz, separated by a stream;

WEST: Presently the Lavergne community, separated by a stream, previously properties of Lucas Lavergne, separated by a stream. The highway that runs from San Sebastián to Las Marías crosses it from north to south.

Recorded on page sixty-four (64), volume fifty-two (52) of LAS MARIAS, farm number five hundred and eleven (511).

The surface area is equivalent to thirty-five hectares, zero three ares and fifty-eight centiares.

The borrower acquired said farm through purchase from Juana Rullán Frone, I mean, Frontera and Augusto Pérez and Margarita Elías, pursuant to deeds number four and

*Translator's note: "Cuerda" is an area measurement equivalent to 3930.3956 meters squared. From Maria Moliner's *Diccionario del Uso del Español*.

number seventy-nine, dated January 8, 1951 and May 21, 1952, executed in the cities of Mayaguez and San Juan, Puerto Rico, before the Notaries Oscar Souffront and B. Esteves.

Said property is encumbered by the following mortgages:

SIX THOUSAND FOUR HUNDRED DOLLARS ($6,400.00), THIRTEEN THOUSAND NINE HUNDRED AND NINETY-FIVE DOLLARS ($13,995.00) and SEVEN THOUSAND DOLLARS ($7,000.00) in favor of the Agricultural Credit Corporation; FIFTY-SIX THOUSAND NINE HUNDRED DOLLARS ($56,900.00) and TEN THOUSAND DOLLARS ($10,000.00) in favor of the United States of America.

TWELFTH: The parties appearing herein as Mortgagors are MR. LUIS SANTALIZ CAPESTANY AND MRS. ESTHER RIVERA, both of legal age, married to each other, property owners and residents of Las Marías, Puerto Rico, whose mailing address is: Box one hundred and seventy-five (175), Las Marías, Puerto Rico, zip code 00670.

THIRTEENTH: The loan amount consigned herein was used or will be used for agricultural purposes and for construction and/or repair and or improvements of the facilities of the described property.

FOURTEENTH: The borrower will personally occupy and use any structure that is constructed, improved, or purchased with the proceeds of the loan herein guaranteed, and shall not lease or use said structure for other purposes, unless the Government gives consent in writing. Violation of this clause, as well as violation of any other agreement or clause contained herein, will cause the debt to become due as if the whole term had elapsed, and the Government may declare the loan due and payable, and may proceed to foreclosure of the mortgage.

FIFTEENTH: This mortgage expressly extends to any constructions or buildings currently existing on the aforementioned farm, and to all improvements, constructions, or buildings to be constructed on said farm while the Government's mortgage loan is in effect, as verified by the present owners/debtors or by their trustees or executors.

SIXTEENTH: Mortgagor hereby waives jointly and severally for himself and on behalf of his heirs, trustees, successors, or representatives, in favor of mortgagee (Farmers Home Administration), any present or future Homestead right that he may have on the property described in paragraph eleven, and in the buildings thereon, or which may be constructed in the future; this waiver being permitted in favor of the Farmers Home Administration by Law Number Thirteen (13) of May twenty-eight (28), nineteen sixty-nine (1969) (31. L.P.R.A. 1851).

SEVENTEENTH: The mortgagor and the mortgagee are agreed that any stove, oven, or heater purchased that is either totally or partially financed with the funds of the loan herein guaranteed, are considered and interpreted as part of the property encumbered by this deed.

ACCEPTANCE AND WARNINGS

The appearing parties accept this deed in its entirety. The legally required warnings were given them.

EXECUTION

So the parties state and execute this deed before me, the Notary, after they waived their right to request the presence of attesting witnesses, of which right I informed them.

READING

After this deed was read aloud by me, the Notary, to the appearing parties, who waived their right to read it themselves, of which right I informed them, they ratify it, placing their initials on each and every page of this deed and they all sign it before, the Notary, who BEARS WITNESS to everything stated in this deed.

SIGNED: LUIS SANTALIZ CAPESTANY, ESTHER RIVERA.

SIGNED, STAMPED, SEALED AND ENDORSED: RAMON RAFAEL LUGO BEAUCHAMP.

I CERTIFY: That this is a true and exact copy of the original which is filed as number 260 in my protocol of public instruments for the present year. The applicable Sales Tax and Notary Tax seals have been duly attached and cancelled in the original.
ATTESTING to which, and for delivery to the Farmers Home Admin., I issue this certified copy, which I sign, stamp, seal and endorse in Lares, Puerto Rico, on the same day of its execution.
[Signature]
RAMON RAFAEL LUGO BEAUCHAMP
Notary Public
[Seal]

The mortgage referred to in this document is recorded on page 57, side two, volume 127 of Las Marías, farm #511, 33rd recording. Title and encumbered by mortgages to the Agricultural Credit Corporation for $13,995.00, $7,000.00 and $6,400.00, and to the United States of America for $56,900.00 and $10,000.00.
Mayaguez, June 2, 1980.
[Signature]
Property Recorder
No fees.
[Seals]

CERTIFICATE

I hereby certify that the attached Voluntary Mortgage is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced, competent and certified to translate from Spanish into English.

DATED this 4th day of April of 2005.

Nicole Harris

WITNESS my hand and official seal hereto affixed this
4th day of April of 2005.

Signature

Notary Public
State of Washington
Rosa Walker
Commission Expires 02-01-06

Print Name: Rosa Walker
Notary Public in and for the State of Washington
My appointment expires: 02/01/06

$7,000

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----------NUMERO DOSCIENTOS SESENTA---

----------HIPOTECA VOLUNTARIA----------

En el pueblo de Lares, Puerto Rico a los veintinueve días del mes de MAYO de mil novecientos ochenta.----

----------ANTE MI----------

---RAMON RAFAEL LUGO BEAUCHAMP,----------

Abogado y Notario Público de esta Isla con residencia y vecindad en Lares, Puerto Rico,------ y oficina en Lares, Puerto Rico

----------COMPARECEN----------

Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denominados de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales aparecen de dicho párrafo.----------

Doy fe del conocimiento personal de los comparecientes, así como por sus dichos de su edad, estado civil, profesión y vecindad. ----------

Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorgamiento,

EXPONEN

PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el párrafo UNDECIMO así como de todos los derechos e intereses en las mismas, denominada de aquí en adelante "los bienes". ----------

SEGUNDO: Que los bienes aquí hipotecados están afectos a los gravámenes que se especifican en el párrafo UNDECIMO.----------

TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de América, actuando por conducto de la Administración de Hogares de Agricultores, denominado de aquí en adelante el "acreedor hipotecario", en relación con un préstamo o préstamos evidenciado por uno o más pagarés o convenio de subrogación, denominado en adelante el "pagaré", sean uno o más Se requiere por el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de las contribuciones, avaluos (impuestos), primas de

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seguros y otros cargos que se hayan estimados sobre la propiedad hipotecaria. ——————————————————————

CUARTO: Se sobreentiende que: ——————————————————

(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la suma de principal especificada en el mismo, concedido, con el propósito y la intención de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y asegurar su pago de conformidad con el Acta de mil novecientos sesenta y uno consolidando la Administración de Hogares de Agricultores o el Título Quinto de la Ley de Hogares de mil novecientos cuarenta y nueve, según ha sido enmendada. ——————————————

(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el prestamista asegurado. ——————————————————

(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acreedor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con el pagaré un endoso de seguro garantizando totalmente el pago de principal e intereses de dicho pagaré. ——————————————

(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado, determinarán en el endoso de seguro la porción del pago de intereses del pagaré que será designada como "cargo anual". ———

(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tenedor cederá todos sus derechos y remedios contra el deudor hipotecario y cualquiera otro en relación con dicho préstamo así como también a los beneficios de esta hipoteca y aceptará en su lugar los beneficios del seguro, y en caso de violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en cualquier convenio suplementario por parte del deudor hipotecario, a requerimiento del acreedor hipotecario endosará el pagaré al acreedor hipotecario. ——————————————————————

(Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en que el acreedor hipotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca garantizará el pago del pagaré pero cuando el pagaré

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esté en poder de un prestamista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte de la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda, constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incumplimiento por parte del deudor hipotecario. ----------

QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré sea conservado por el acreedor hipotecario o en el caso de que el acreedor hipotecario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del importe del pagaré según se especifica en el subpárrafo (Uno) del párrafo NOVENO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho pagaré, su renovación o extensión y cualquier convenio contenido en el mismo, (b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garantía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí consignado, para garantizar el cumplimiento del convenio del deudor hipotecario de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el endoso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cualquier caso y en todo tiempo en garantía de las sumas adicionales consignadas en el subpárrafo (Tres) del párrafo NOVENO de este instrumento y para asegurar el cumplimiento de todos y cada uno de los convenios y estipulaciones del deudor hipotecario aquí contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por la presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre los bienes descritos en la párrafo UNDECIMO más adelante, así como sobre los derechos, intereses, servidumbres, derechos hereditarios, adhesiones pertenecientes a los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e ingreso de los mismos, toda mejora o propiedad personal en el presente o que en el futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos, sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a las fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre ellas, siendo entendido que este gravámen quedará en toda su fuerza y vigor hasta que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y después del vencimiento hasta que los mismos hayan sido pagados en su totalidad. En caso de ejecución, los bienes responderán del pago del principal, los intereses antes y después de vencimiento, hasta su total

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solvento, pérdida sufrida por el acreedor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cualquier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas, gastos y honorarios de abogado del acreedor hipotecario, toda extensión o renovación de dichas obligaciones con intereses sobre todas y todo otro cargo o suma adicional especificada en el párrafo NOVENO de este documento. ----------

SEXTO: El deudor hipotecario expresamente conviene lo siguiente:----------

(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda aquí garantizada e indemnizar y conservar libre de pérdida al acreedor hipotecario bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario. En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor hipotecario como agente cobrador del tenedor del mismo. ----------

(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación y cualquier cargo por delincuencia requerido en el presente o en el futuro por los reglamentos de la Administración de Hogares de Agricultores.

(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegurado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido en el párrafo CUARTO anterior por cuenta del deudor hipotecario. ----------

Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído por el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto por el acreedor hipotecario por cuenta del deudor hipotecario.----------

Cualquier adelanto por el acreedor hipotecario tal como se describe en este subpárrafo devengará intereses a razón del --------ONCE---------- por ciento (--11- %) anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor hipotecario lo satisfaga.----------

(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario,

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cualquier o todo adelanto hecho por el acreedor hipotecario para prima de seguro, reparaciones, gravámenes u otra reclamación en protección de los bienes hipotecados o para contribuciones o impuestos u otro gasto similar por razón de haber el deudor hipotecario dejado de pagar por los mismos, devengará intereses a razón del tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos hasta que los mismos sean satisfechos por el deudor hipotecario. ----------

(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipoteca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipotecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto hecho por el acreedor hipotecario no relevará al deudor hipotecario de su violación del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los primeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor hipotecario determinare. ----------

(Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente para los propósitos autorizados por el acreedor hipotecario. ----------

(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravámenes y cargas que graven los bienes o los derechos o intereses del deudor hipotecario bajo los términos de esta hipoteca. ----------

(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requiera el acreedor hipotecario sobre los edificios y las mejoras existentes en los bienes o cualquier otra mejora introducida en el futuro. El seguro contra fuego y otros riesgos serán en la forma y por las cantidades, términos y condiciones que aprobare el acreedor hipotecario. ----------

(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las reparaciones necesarias para la conservación de los bienes; no cometerá ni permitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá ningún edificio o mejora en los bienes, ni cortará ni removerá madera de la finca, ni removerá ni permitirá que se remueva grava, arena, aceite, gas, carbón u otros minerales sin el consentimiento del acreedor hipotecario y prontamente llevará a efecto las reparaciones en los bienes que

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el acreedor hipotecario requiera de tiempo en tiempo. El deudor hipotecario cumplirá con aquellas prácticas de conservación de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en tiempo pueda prescribir. ----------

(Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se identifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor hipotecario personalmente operará los bienes por sí y por medio de su familia como una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a menos que el acreedor hipotecario consienta por escrito en otro método de operación o al arrendamiento. ----

(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la información de sus ingresos y gastos y cualquier otra información relacionada con la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos que afecten los bienes o su uso. ----------

(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía otorgada está siendo mermada o deteriorada, y si dicho examen o inspección determinare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo mermada o deteriorada, tal condición se considerará como una violación por parte del deudor hipotecario de los convenios de esta hipoteca. ----------

(Trece) Si cualquier otra persona detentare con o impugnare el derecho de posesión del deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción, podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus intereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos procedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán garantizados por esta hipoteca dentro del crédito adicional de la cláusula hipotecaria para adelantos, gastos y otros pagos. ----------

(Catorce) Si el deudor hipotecario en cualquier tiempo mientras estuviere vigente esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acreedor hipotecario, el acreedor hipotecario es por la presente autorizado y con poderes para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar sus rentas, beneficios e ingresos de los mismos

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y aplicarlos en primer término a los gastos de cobro y administración y en segundo término al pago de la deuda evidenciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada, en el orden y manera que el acreedor hipotecario determinare. ----------

(Quince) En cualquier tiempo que el acreedor hipotecario determinare que el deudor hipotecario puede obtener un préstamo de una asociación de crédito para producción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un tipo de interés y términos razonables para préstamos por tiempo y propósitos similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará y aceptará dicho préstamo en cantidad suficiente para satisfacer el pagaré y cualquier otra deuda aquí garantizada y pagar por las acciones necesarias en la agencia cooperativa en relación con dicho préstamo. ----------

(Dieciseis) El incumplimiento de cualesquiera de las obligaciones garantizadas por esta hipoteca, o si el deudor hipotecario o cualquier otra persona incluída como deudor hipotecario faltare en el pago de cualquier cantidad o violare o no cumpliere con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenido o en cualquiera convenio suplementario, o falleciere o se declarare o fuere declarado incompetente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acreedores, o los bienes o parte de ellos o cualquier interés en los mismos fueren cedidos, vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y proceder a su ejecución de acuerdo con la ley y los términos de la misma; (Dos) incurrir y pagar los gastos razonables para la reparación o mantenimiento de los bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de seguro y cualquier otro pago o gasto para la protección y conservación de los bienes y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) de solicitar la protección de la ley. ----------

(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos de esta hipoteca, los del pagaré y en cualquier otro

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convenio suplementario, incluyendo los gastos de mensura, evidencia de título, costas, inscripción y honorarios de abogado. ----------

(Dieciocho) Sin afectar en forma alguna los derechos del acreedor hipotecario para requerir y hacer cumplir en cualquier fecha posterior los convenios, acuerdos u obligaciones aquí contenidas o similares u otros convenios y sin afectar la responsabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí garantizada y sin afectar el gravámen impuesto sobre los bienes o la prioridad del gravámen, el acreedor hipotecario es por la presente autorizado y con poder en cualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obligación aquí contenida o en el pagaré o en cualquier convenio suplementario; (Dos) negociar con el deudor hipotecario o conceder al deudor hipotecario cualquier indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el consentimiento del tenedor de dicho pagaré cuando esté en manos de un prestamista asegurado) o para el pago de cualquier deuda a favor del acreedor hipotecario, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cualquier parte de los bienes de la hipoteca aquí constituída u otorgar diferimiento o postergación de esta hipoteca a favor de cualquier otro gravámen constituído sobre dichos bienes.

(Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca, incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones parciales, subordinación, cancelación total, radica sola y exclusivamente en el acreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o interés alguno en o sobre el gravámen y los beneficios aquí contenidos. ----------

(Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cualesquiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poseída o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipotecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía constituirá incumplimiento de esta hipoteca.

(Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca será remitido por correo certificado a menos que se disponga lo contrario por ley, y será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto, en el caso del acreedor hipotecario a Administración de Hogares de Agricultores, Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el caso del deudor hipotecario, a él a la dirección postal de

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su residencia según se especifica más adelante. ----------

(Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario el importe de cualquier sentencia obtenido por expropiación forzosa para uso público de los bienes o parte de ellos así como también el importe de la sentencia por daños causados a los bienes. El acreedor hipotecario aplicará el importe que reciba al pago de los gastos en que incurriere en su cobro y el balance al pago del pagaré y cualquier deuda al acreedor hipotecario garantizada por esta hipoteca, y si hubiere algún sobrante, se reembolsará al deudor hipotecario. ----------

SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso de ejecución de esta hipoteca, de conformidad con la ley hipotecaria, según enmendada, el deudor hipotecario por la presente tasa los bienes hipotecados en la suma de ----------
---NOVENTA Y CUATRO MIL DOSCIENTOS NOVENTA Y CINCO----------
($94,295.00) DOLARES----------

OCTAVO: El deudor hipotecario por la presente renuncia al trámite de requerimiento y se considerará en mora sin necesidad de notificación alguna por parte del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Administración de Hogares de Agricultores ahora en vigor y a futuros reglamentos, no inconsistentes con los términos de esta hipoteca, así como también sujeta a las leyes del Congreso de Estados Unidos de América que autorizan la asignación y aseguramiento del préstamo antes mencionado. ----------

NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes:

Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de esta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor hipotecario cediere esta hipoteca sin asegurar el pagaré:
---SIETE MIL---------- DOLARES ($ 7,000.00)
el principal de dicho pagaré, con sus intereses según estipulados a razón del
-----ONCE---------- por ciento (11 %) anual;

Dos. En todo tiempo cuando el pagaré es poseído por un prestamista asegurado:
(A) ---SIETE MIL----------
---------- DOLARES ($ 7,000.00)

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para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado por motivo del incumplimiento del deudor hipotecario de pagar los plazos según se especifica en el pagaré, con intereses según se especifica en el párrafo SEXTO, Tercero; ----------

(B) ---DIEZ MIL QUINIENTOS---------- DOLARES ($ 10,500.00)

para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda sufrir bajo su seguro de pago del pagaré; ----------

Tres. En cualquier caso y en todo tiempo; ----------

(A) ---DOS MIL OCHOCIENTOS---------- DOLARES ($2,800.00)

para intereses después de mora; ----------

(B) ---MIL CUATROCIENTOS---------- DOLARES ($ 1,400.00)

para contribuciones, seguro y otros adelantos para la conservación y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo SEXTO, Tercero; ----------

(C) ---SETECIENTOS---------- DOLARES ($ 700.00)

para costas, gastos y honorarios de abogado en caso de ejecución; ----------

(D) ---SETECIENTOS---------- DOLARES ($ 700.00---)

para costas y gastos que incurriere el acreedor hipotecario en procedimientos para defender sus intereses contra cualquier persona que intervenga o impugne el derecho de posesión del deudor hipotecario a los bienes según se consigna en el párrafo SEXTO, Trece. ----------

DECIMO: Que el (los) pagaré(s) a que se hace referencia en el párrafo TERCERO de esta hipoteca es (son) descrito(s) como sigue: ----------

"Pagaré otorgado en el caso número sesenta y tres guión treinta y cuatro guión quinientos ochenta y uno ochocientos-veinticuatro setecientos uno (63-34-581824701)------ ----------fechado el día veintinueve (29) ------ de MAYO-------- de mil novecientos ochenta (1980),---

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por la suma de SIETE MIL DOLARES ($7,000.00)-- ---------- dólares de principal más intereses sobre el balance del principal adeudado a razón del ONCE---------- (11%---) por ciento anual, hasta tanto su principal sea totalmente satisfecho según los términos, plazos, condiciones y estipulaciones contenidas en dicho pagaré y según acordados y convenidos entre el Prestatario y el Gobierno; excepto el pago final del total de la deuda aquí representada, de no haber sido satisfecho con anterioridad, vencerá y será pagadero a los ---SIETE (7)------- años de la fecha de este pagaré. -- Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido por el Gobierno al Prestatario de conformidad con la Ley del Congreso de los Estados Unidos de América denominada "Consolidated Farm and Rural Development Act of 1961" o de conformidad con el "Title V of the Housing Act of 1949", según han sido enmendadas y está sujeto a los presentes reglamentos de la Administración de Hogares de Agricultores y a los futuros reglamentos no inconsistentes con dicha Ley . De cuya descripción, yo, el Notario Autorizante, DOY FE. ----------

UNDECIMO: Que la propiedad objeto de la presente escritura y sobre la que se constituye Hipoteca Voluntaria, se describe como sigue: ----------

---"RUSTICA:- Compuesta de OCHENTA Y NUEVE CUERDAS CON MIL CUATROCIENTAS OCHO DIEZ MILESIMAS DE OTRA, sita en el Barrio---MARAVILLA del término municipal de LAS MARIAS, Puerto Rico,----en lindes por el:----------

---NORTE:- con Francisco Mártir hoy antes Antonio Rodríguez separado por una quebrada, Juan Mártir, Santiago Rodríguez, la---PRRA, Bernardo Méndez, hoy antes Gabino Carrero, separado por un caño y Fernando Guilloty antes Pedro González, por el----------

---SUR:- con José Ríos, la PRRA, José Carlos Lugo, por el------

---ESTE:- hoy con Bernardo Méndez, antes Angel Colón y Augusto Cruz separados por una quebrada y por el----------

---OESTE:- hoy comunidad rural Lavergne, separado por una quebrada antes terrenos de Lucas Lavergne, separado por una que---brada. Está atravesada de Norte a Sur por la carretera de San-Sebastián a Las Marías."----------

---Inscrita al folio sesenta y cuatro (64) del tomo cincuenta y dos (52) de LAS MARIAS, finca número quinientos once (511)--

---

---La cabida es equivalente a treinta y cinco hectareas, cero tres áreas, cincuenta y ocho centiareas.----------

---

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Adquirió el prestatario la descrita finca por compra a--------

Juana Rullán Frone, digo, Frontera y Augusto Pérez y Margarita Elías,----------
según consta de la Escritura Número cuatro y setenta y nueve-

----------de fecha 8 de enero de 1951 y 21 de mayo-

de 1952,---------- otorgada en la ciudad de Mayaguez y San Juan

ante el Notario Oscar Souffront y Lcdo. B. Esteves.----------

Dicha propiedad se encuentra afecta a las siguientes hipoe, digo hipotecas:----------
---Seis Mil Cuatro Cientos Dólares ($6,400.00), Trece Mil-------
Novecientos Noventa y Cinco Dólares ($13,995.00) y Siete Mil---
Dólares ($7,000.00) a favor de la Corporación de Crédito Agrí--
cola; Cincuenta y Seis Mil Novecientos Dólares ($56,900.00) y--
Diez Mil Dólares ($10,000.00) a favor de Estados Unidos de-----
América.----------

DUODECIMO: Que comparecen en la presente escritura como------

Deudores Hipotecarios :-DON LUIS SANTALIZ CAPESTANY y DOÑA----
ESTHER RIVERA, mayores de edad, casados entre sí, propietarios
y vecinos de Las Marías, Puerto Rico,----------
cuya direccion postal es:

---Apartado ciento setenta y cinco (175) Las Marías, Puerto----
Rico, zona postal 00670.----------

DECIMO TERCERO: El importe del préstamo aquí consignado se usó ó será usado para fines agrícolas y la construcción y/o reparación y/o mejoras de las instalaciones físicas en la-----
finca(s) descrita(s).-------- ---------- --------- --- ----

DECIMO CUARTO: El prestatario ocupará personalmente y usará--
cualquier estructura que haya sido construída, mejorada o-----
comprada con el importe del préstamo aquí garantizado y no----
arrendará o usará para otros fines dicha estructura a menos que el Gobierno lo consienta por escrito. La violación de esta---
clausula como la violación de cualquiera otro convenio o cláu-
sula aquí contenida ocasionará el vencimiento de la obligación como si todo el término hubiese transcurrido y en aptitud el Gobierno de declarar vencido o pagadero el préstamo y proceder a la ejecución de la hipoteca.---------- ----

DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda

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descrita(s) y a toda mejora, construcción o edificación que se construya en dicha finca(s) durante la vigencia del ------ préstamo hipotecario constituido a favor del Gobierno, verificada por los actuales dueños deudores o por sus cesionarios o causahabientes.

DECIMO SEXTO: El deudor hipotecario por la presente------- renuncia mancomunada y solidariamente por sí y a nombre de-- sus herederos causahabientes, sucesores o representantes a-- favor del acreedor (Administración de Hogares de ---------- Agricultores), cualquier derecho de Hogar Seguro (Homestead) que en el presente o en el futuro pudiera tener en la ------ propiedad destrita en el párrafo undédimo y en los edificios allí enclavados o que en el futuro fueran construídos; ----- renuncia esta permitida a favor de la Administración de ---- Hogares de Agricultores por la Ley Número trece (13) del --- veintiocho (28) de mayo de mil novecientos sesenta y nueve-- (1969) (31 L.P.R.A. 1851).----------

DECIMO SEPTIMO: El acreedor y el deudor hipotecario ------- convienen en que cualquier estufa, horno, calentador comprado o financiado total o parcialmente con fondos del préstamo aquí garantizado, se considerará e interpretará como parte-- de la propiedad gravada por esta Hipoteca.----------

----------ACEPTACION Y ADVERTENCIAS----------

---Los comparecientes aceptan esta escritura en todas sus partes: Se hicieron las advertencias legales de rigor.----------

----------OTORGAMIENTO----------

---Así lo dicen y lo otorgan los comparecientes por ante mí el Notario luego de haber renunciado al derecho que les hice saber tenían para requerir la presencia de testigos instrumentales.--

----------LECTURA----------

---Leída en alta voz esta escritura a los otorgantes por mí el N otario y habiéndoles advertido del derecho a leerla por ellos mismos el cual renunciaron en la misma se ratifican, fijan sus iniciales en todos y cada uno de los folios de este documento- y firman en un solo acto por ante mí el Notario que DOY FE de-- todo lo consignado anteriormente en el presente documento pú-- blico.----------

RAMON RAFAEL LUGO
ABOGADO
NOTARIO
PONCE, PUERTO RICO

---FIRMADOS;- LUIS SANTALIZ CAPESTANY, ESTHER RIVERA.---

---FIRMADO, SIGNADO, SELLADO Y RUBRICADO, RAMON RAFAEL LUGO BEAUCHAMP.------------------------

CERTIFICO:— Que la que precede es copia fiel y exacta de su original que bajo el número 360 obra en mi protocolo de instrumentos públicos para el corriente año. Hay adheridos y debidamente cancelados en el original los correspondientes sellos de Rentas Internas e impuesto notarial. ——————————————

EN TESTIMONIO DE LO CUAL, y para entregar a DON [illegible], expido la presente copia certificada, que FIRMO, SIGNO, SELLO Y RUBRICO, en Lares, Puerto Rico, el mismo día de su otorgamiento dejando anotada su expedición. DOY FE.

RAMON RAFAEL LUGO BEAUCHAMP
Notario Público

IMPUESTO NOTARIAL UN DOLAR
CANCELADO

Inscrita la hipoteca que refiere este documento al folio 57 vuelto, del tomo 127 de Las Marías, finca 511 e inscripción 33ª. Dominio y afecta además a hipotecas a favor de la Corporación de Crédito Agrícola por $13,995; $7,000.00 y $6,400 y a favor de Estados Unidos de América por $56,900.00 y $10,000.00. Mayagüez, a 2 de Mayo de 1980. Sin Dros.

Registrador

Registro de la Propiedad
Sección de Mayagüez

7/31/80

Exhibit 16

FmHA Form 1940-17 (S)
(Rev. 11-1-78)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION
PROMISSORY NOTE

TYPE OF LOAN
Type: FO
In accordance with:
Consolidated Farm and Rural Development Act
Emergency Agricultural Credit Adjustment Act of 1978

Name: LUIS SANTALIZ CAPESTANY
State: PUERTO RICO
Office: LARES
Case Number: 63-34-581824701
Date: OCTOBER 13, 1983

ACTION REQUIRING NOTE:

X Initial Loan
Subsequent Loan
Consolidation and Subsequent Loan
Consolidation

New Payment Plan
Reamortization
Sale on Credit
Deferred Payments

FOR VALUE RECEIVED, the undersigned Borrower(s) and any other co-borrower, jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, ~~United States Department of Agriculture~~ (herein called the "Government"), or its representative, at its offices in LARES, PUERTO RICO, or at another location designated in writing by the Government, the principal sum of SEVENTY-TWO THOUSAND DOLLARS ($72,000.00), plus interest on the unpaid principal of TEN AND THREE QUARTERS PERCENT (10.75%) PER ANNUM. If this note is for a Limited Resources Loan (indicated in the box above, under the heading "Type of Loan"), the Government may CHANGE THE INTEREST RATE, in accordance with the Farmers Home Administration regulations, not more frequently than a calendar trimester basis, and shall notify Borrower at his most current address by mail, with thirty (30) days' notice. The new interest rate shall not exceed the highest interest rate established by the Farmers Home Administration regulations for the type of loan indicated above.

Principal and interests shall be paid in 41 installments, as indicated below, unless modified by a different interest rate, on or before the following dates:

$1,697.00.....on January 1, 1984
$7,874.00.....on January 1, 1985

and $7,874.00 each January first subsequently thereafter until the principal and interests are completely paid, except for the final payment of the debt evidenced herein, which, if not sooner paid, shall be due and payable 40 years from the date of this note, with the exception that prepayments may be made as provided for below. The consideration hereof shall support any agreement modifying the schedule of payments.

If the total amount of the loan is not forwarded by the due date, the loan will be forwarded to Borrower, pursuant to request by Borrower and approval by the Government. Approval by the Government shall be granted only when the loan is requested for purposes authorized by the Government. Interests will accrue on the amount of each loan starting on the date these become effective as shown in the Payment Log at the end of this note. Borrower authorizes the Government to note the amount(s) and date(s) of any prepayment(s) in the Payment Log.

For any note that is reamortized, consolidated or with a new payment plan, interests accumulated as of the date of this instrument will be added to the principal and the new principal will accrue interests at the rate evidenced herein.

Every payment made on any indebtedness evidenced by this note shall be applied first to interests computed as of the effective payment date and then to the principal.

Payments in advance of scheduled installments, or any portion thereof, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in regulations (7 C.F.R. 1861.2) of the Farmers Home Administration, according to the source of the funds involved, shall, after payment of interest, be applied to the last installments to come due under this promissory note, and shall not affect Borrower's duty to pay the remaining installments as scheduled herein. If at any time the Government should assign this promissory note and insure payment of the same, the Borrower shall continue making payments to the Government as collecting agent of the holder.

If this note is held by an insured lender, advance payments made by Borrower may, at the Government's option, be transferred promptly by the Government to the holder, except the final payment, or such payments shall be retained by the Government and transferred to the holder either on an annual installment due date basis. The effective date of any advance payment retained and transferred by the Government to the holder on an annual installment due date basis shall be the date of Borrower's advance payment, and the Government shall pay the interest to which the holder is entitled, accruing between the effective date of any such advance payment and the date of the Treasury check paid to the holder.

Any amount forwarded or invested by the Government in order to collect on this promissory note or to preserve or protect the security of the loan or paid in any way under the terms of any security agreement or other instrument executed in relation to the loan

evidenced herein, shall, at the option of the Government, become part of the loan and shall accrue interest at the same rate as the principal of the debt evidenced herein and shall be immediately due and payable by the Borrower to the Government without the need of requirements.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced herein shall not be voluntarily leased, surrendered, sold, transferred, or encumbered, without the previous written consent of the Government. Unless the Government gives written consent to the contrary, Borrower will personally manage said property as a farm if this is a Farm Owner (FO) loan.

If "Consolidation and Subsequent Loan", "Consolidation", "Reamortization" or "New Payment Plan" is marked in the upper box of the first page titled "Action Requiring Note", this promissory note is executed to consolidate, reamortize or as evidence of a new payment plan, but not to satisfy the principal and interests of the following promissory note(s) or assumption agreement(s) (new terms):

AMOUNT OF NOTE: $
INTERESTS: %
DATE:
ORIGINAL BORROWER:
LAST INSTALLMENT DUE:

The security documents taken in relation to the loans evidenced by the described promissory notes or other stated obligations are not affected by the execution of this consolidation, reamortization or new payment plan. These security instruments shall remain in effect and the security offered for the loans evidenced by the described promissory notes shall continue to guarantee the loan evidenced by this promissory note and by any other stated obligations.

REFINANCING AGREEMENT: If at any time the Government determines that Borrower may be able to obtain a loan from a responsible cooperative or other private credit source at reasonable rates and terms for loans for similar purposes and time periods, Borrower shall, at the Government's request, apply for and accept a loan of a sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary shares.

DEFAULT: Failure to pay any debt described herein when due, or failure to comply with any condition or agreement of this document, shall constitute default under any other instrument evidencing a debt insured or guaranteed by the Government, or in any other way related to such debt, that the Borrower may have; and default under any other instrument shall constitute default under the terms of this document. UPON ANY SUCH DEFAULT, the Government, at its discretion, may declare all or part of such debt due and payable immediately.

This note is given as evidence of a loan to Borrower made or insured by the Government, pursuant to the Consolidated Farm and Rural Development Act or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan indicated in the box "TYPE OF LOAN" above. This note is subject to the present regulations of Farmers Home Administration and to its future regulations not inconsistent with the stipulations expressed herein.

Presentation, protest, and notice are hereby expressly waived.

[Signature]
LUIS SANTALIZ CAPESTANY (BORROWER)
[Signature]
ESTER RIVERA (BORROWER)

BOX 175
LAS MARIAS, P.R. 00670

The amount of this promissory note and the mortgage securing it, reamortized on June 19, 1985, had an unpaid balance of $85,020.17, with interests at the rate of 10.75% per annum; it shall accrue interest at the rate of 5.25% per annum and shall be paid as follows:
$300.00 on January 1st, 1986; $300.00 on January 1st, 1987; $2,591.00 on January 1st, 1988, 1989 and 1990; $5,575.00 on January 1st, 1991and that same amount on every January first subsequently thereafter, except for the final payment of the debt evidenced herein, which shall be paid on or before January first, 2021, pursuant to deed number 105, dated June 19, 1985, before the Notary Ramón Rafael Lugo Beauchamp. I BEAR WITNESS.
Lares, Puerto Rico, June 19, 1985.
[Signature]
RAMON RAFAEL LUGO BEAUCHAMP
[Seal]

PAYMENT LOG

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
$72,000.00	09-28-83	$		$	

TOTAL: $72,000.00

The following lots have been released from this mortgage:
548.3297 meters squared; 549.2385 meters squared; 505.8749 meters squared; 507.7778 meters squared; 646.3852 meters squared; 577.3745 meters squared; 557.7148 meters squared; 519.6524 meters squared; recorded on pages 215, 223, 231, 239, 247, 1, 9 and 17, volumes 143 and 144 of Las Marías, in consideration of the payment received of $8,116.00.

In Arecibo, P.R., December 24, 1992
[Signature]
RAMON RAFAEL LUGO BEAUCHAMP
NOTARY PUBLIC
[Seal]

CERTIFICATION
I, ILEANA ECHEGOYEN, of legal age, single, a resident of Rio Piedras, Puerto Rico, in my official capacity as State Director of the Farmers Home Administration, U.S. Department of Agriculture, hereby declare under penalty of perjury that this is a true and exact copy of the original document which I have under my custody.
San Juan, Puerto Rico
[Signature]
ILEANA ECHEGOYEN
State Director

CERTIFICATE

I hereby certify that the attached Promissory Note is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced, competent and certified to translate from Spanish into English.

DATED this 4th day of April of 2005.

Nicole Harris

WITNESS my hand and official seal hereto affixed this
4th day of April of 2005.

Signature

Notary Public
State of Washington
Rosa Walker
Commission Expires 02-01-06

Print Name: Rosa Walker
Notary Public in and for the State of Washington
My appointment expires: 02/01/06

Exhibit 17

Forma FmHA 1940-17 (S)
(Rev. 11-1-78)

DEPARTAMENTO DE AGRICULTURA DE ESTADOS UNIDOS
ADMINISTRACION DE HOGARES DE AGRICULTORES

PAGARE

CLASE DE PRESTAMO
Tipo: FO

De acuerdo a:

☐ Consolidated Farm & Rural Development Act
☐ Emergency Agricultural Credit Adjustment Act of 1978

Nombre LUIS SANTALIZ CAPESTANY	
Estado PUERTO RICO	Oficina LARES
Caso Núm. 63-34-581824701	Fecha 13 DE OCTUBRE DE 1983

ACCION QUE REQUIERE PAGARE:

☒ Préstamo Inicial
☐ Préstamo Subsiguiente
☐ Consolidación y préstamo subsiguiente
☐ Consolidación
☐ Nuevo Plan de Pago
☐ Reamortización
☐ Venta a Crédito
☐ Pagos Diferidos

POR VALOR RECIBIDO, el Prestatario(s) subscribiente y cualquier otro co-deudor mancomunada y solidariamente pagaremos a la orden de Estados Unidos de América, actuando por conducto de la Administración de Hogares de Agricultores del Departamento de Agricultura de los Estados Unidos (denominado en adelante el "Gobierno") o su cesionario en su oficina en LARES, PUERTO RICO o en otro sitio designado por el Gobierno por escrito, la suma principal de SETENTA Y DOS MIL DOLARES ----------00/100 dólares ($ 72,000.00) más intereses sobre el principal adeudado al DIEZ Y TRES CUARTO POR CIENTO (10 3/4 %) anual. Si este pagaré es para un préstamo de Recursos Limitados (indicado en el encasillado superior "Clase de Préstamo"), el Gobierno puede **CAMBIAR EL PORCIENTO DE INTERES**, de acuerdo con los reglamentos de la Administración de Hogares de Agricultores, no más frecuente que trimestralmente, notificando por correo al Prestatario con treinta (30) días de anticipación a su última dirección. El nuevo tipo de interés no deberá exceder el porciento de interés más alto establecido en los reglamentos de la Administración de Hogares de Agricultores para el tipo de préstamo arriba indicado.

Principal e intereses serán pagados en 41 plazos, según indicado abajo, excepto si es modificado por un tipo de interés diferente, en o antes de las siguientes fechas:

$ 1,697.00	en enero 1, 1984	$	en enero 1, 19 ;
$ 7,874.00	en enero 1, 1985	$	en enero 1, 19 ;
$	en enero 1, 19 ;	$	en enero 1, 19 ;
$	en enero 1, 19 ;	$	en enero 1, 19 ;
$	en enero 1, 19 ;	$	en enero 1, 19 ;

y $ 7,874.00, subsiguientemente en enero 1 de cada año hasta que el principal e intereses sean completamente pagados excepto que el plazo final de la deuda aquí evidenciada, de no ser pagada anteriormente, vencerá y será pagadero en 40 años de la fecha de este pagaré y excepto que se podrán hacer pagos adelantados según se provee más abajo. La consideración aquí envuelta respaldará cualquier convenio modificando el plan de pagos.

Si la cantidad total del préstamo no es adelantada a la fecha del cierre, el préstamo será adelantado al Prestatario según solicitado por el Prestatario y aprobado por el Gobierno. La aprobación del Gobierno será dada siempre y cuando el adelanto es solicitado para un propósito autorizado por el Gobierno. Se acumularán intereses por la cantidad de cada adelanto desde su fecha actual como se demuestra en el Registro de Adelantos en el final de este pagaré. El Prestatario autoriza al Gobierno a anotar la(s) cantidad(es) y fecha(s) de tal(es) adelanto(s) en el Registro de Adelantos.

En cada pagaré reamortizado o consolidado, o con un nuevo plan de pago, los intereses acumulados a la fecha de este instrumento deberán ser sumados al principal y ese nuevo principal acumulará intereses a razón del porciento evidenciado por este instrumento.

Todo pago hecho en cualquier deuda representada por este pagaré será primero aplicado a intereses computados a la fecha efectiva del pago y después al principal.

Este Pagaré se otorga como evidencia de un préstamo al Prestatario concedido o asegurado por el Gobierno de conformidad con la Consolidated Farm and Rural Development Act o el Emergency Agricultural Credit Adjustment Act of 1978 y para el tipo de préstamo según indicado en el encasillado "CLASE DE PRESTAMO" más arriba. Este Pagaré está sujeto a los reglamentos presentes de la Administración de Hogares de Agricultores y a sus futuros reglamentos no inconsistentes con las estipulaciones aquí consignadas.

Presentación, protesto y aviso son por la presente expresamente renunciados.

Luis Santializ Capestany (Prestatario)

Esther Rivera (Prestatario)

Box 175 Las Marias, P.R.

El importe de este pagaré y la hipoteca que lo garantiza, reamortizado al 19 de junio de 1985, dió un saldo montante a $85,02017 con intereses a razón de 10.75% anual, el cual devengará intereses a razón de 5.25% y el cual habrá de ser pagado en la siguiente forma:
---Un plazo de $300.00 en enero primero de 1986, un plazo de $300.00 en enero primero de 1987; $2,591.00 en enero primero de cada uno de los años de 1988;- 1989;- 1990..-------
---$5,575.00 en enero primero de 1991 y esa misma cantidad en ó antes de cada enero primero subsiguiente excepto el pago final de la deuda aquí evidenciada que se hará en ó antes del 1ero. de enero del año 2021, según resulta de la escritura número 105 de fecha 19 de junio de 1985 ante el Notario Ramón Rafael Lugo Beauchamp. DOY FE.
---En Lares, Puerto Rico a 19 de junio de 1985.

RAMON RAFAEL LUGO BEAUCHAMP
Notario-Público

RAMON RAFAEL LUGO BEAUCHAMP
NOTARIO
POR VOLUNTAD DE DIOS

REGISTRO DE ADELANTOS

CANTIDAD	FECHA	CANTIDAD	FECHA	CANTIDAD	FECHA
$ 72,000.00	09-28-83	$		$	
$		$		$	
$		$		$	
$		$		$	
			TOTAL	$ 72,000.00	

Jay-Ce-Agricultura

Posición 2

Forma FmHA 1940-17 (S)
(Rev. 11-1-78)

Exhibit 18

$72,000

Forma FmHA 427-1PR
(10-82)

NUMERO
NUMBER DOSCIENTOS NOVENTA Y DOS--

HIPOTECA VOLUNTARIA
VOLUNTARY MORTGAGE

En el pueblo de Lares, Puerto Rico a los trece (13)--
In días del mes de OCTUBRE de mil novecientos ochenta y---
tres (1983).----------

ANTE MI
BEFORE ME

---RAMON RAFAEL LUGO BEAUCHAMP,----------

Abogado y Notario Público de la Isla de Puerto Rico con residencia en Lares,---
Attorney and Notary Public for the Island of Puerto Rico, with residence in

Puerto Rico,----- y oficina en Lares,---------- Puerto Rico.
and office in

COMPARECEN
APPEAR

Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denomina-
The persons named in paragraph TWELFTH of this mortgage

dos de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales
hereinafter called the "mortgagor" and whose personal circumstances

aparecen de dicho párrafo.
appear from said paragraph.

Doy fe del conocimiento personal de los comparecientes, así como por sus dichos
I, the Notary, attest to the personal knowledge of the appearing parties, as well as to their

de su edad, estado civil, profesión y vecindad.
statements which I believe to be true of their age, civil status, profession and residence.

Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración
They assure me that they are in full enjoyment of their civil rights, and the free administration

de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorga-
of their property, and they have, in my judgment, the necessary legal capacity to grant this

miento.
voluntary mortgage.

EXPONEN
WITNESSETH:

PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el
FIRST: That the mortgagor is the owner of the farm or farms described in

párrafo UNDECIMO así como de todos los derechos e intereses en las mismas,
paragraph ELEVENTH of this mortgage, and of all rights and interest in the same

denominada de aquí en adelante "los bienes".
hereinafter referred to as "the property".

SEGUNDO: Que los bienes aquí hipotecados están afectos a los gravámenes que
SECOND: That the property mortgaged herein is subject to the liens

se especifican en el párrafo UNDECIMO.
specified in paragraph ELEVENTH herein.

TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de
THIRD: That the mortgagor has become obligated to the United States

América, actuando por conducto de la Administración de Hogares de Agricultores, denominado de aquí en adelante el "acreedor hipotecario", en relación con
of America, acting through the Farmers Home Administration, hereinafter called the "mortgagee" in connection with

Forma FmHA 427-1PR
(10-82)

un préstamo o préstamos evidenciado por uno o más pagarés o convenio de sub-
a loan or loans evidenced by one or more promissory note(s) or assumption agreement(s)

rogación, denominado en adelante el "pagaré" sean uno o más. Se requiere por
hereinafter called "the note" whether one or more. It is required by

el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de
the Government that additional monthly payments of one-twelfth of the

las contribuciones, avaluos (impuestos), primas de seguros y otros cargos que se
taxes, assessments, insurance premiums and other charges

hayan estimado sobre la propiedad hipotecada.
estimated against the property.

CUARTO: Se sobreentiende que:
FOURTH: It is understood that:

(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la
(One) The note evidences a loan or loans to the mortgagor in the

suma de principal especificada en el mismo, concedido con el propósito y la inten-
principal amount specified therein made with the purpose and intention

ción de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y
that the mortgagee, at any time, may assign the note and

asegurar su pago de conformidad con el Acta de mil novecientos sesenta y uno
insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-One

consolidando la Administración de Hogares de Agricultores o el Título Quinto de
consolidating the Farmers Home Administration or Title Five of

la Ley de Hogares de mil novecientos cuarenta y nueve, según han sido enmenda-
the Housing Act of Nineteen Hundred and Forty-Nine, as amended.

das.

(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede
(Two) When payment of the note is guaranteed by the mortgagee

ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el
it may be assigned from time to time and each holder of the insured note, in turn,

prestamista asegurado.
will be the insured lender.

(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acree-
(Three) When payment of the note is insured by the mortgagee, the

dor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con
mortgagee will execute and deliver to the insured lender along

el pagaré un endoso de seguro garantizando totalmente el pago de principal e in-
with the note an insurance endorsement insuring the payment of the note fully as to principal

tereses de dicho pagaré.
and interest.

(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor
(Four) At all times when payment of the note is insured by the mortgagee,

hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado,
the mortgagee by agreement with the insured lender

determinarán en el endoso de seguro la porción del pago de intereses del pagaré
set forth in the insurance endorsement will be entitled to a specified portion of the interest pay-

que será designada como "cargo anual".
ments on the note, to be designated the "annual charge".

(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tene-
(Five) A condition of the insurance of payment of the note will be that the holder

dor cederá todos sus derechos y remedios contra el deudor hipotecario y cuales-
will forego his rights and remedies against the mortgagor and any

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quiera otros en relación con dicho préstamo así como también a los beneficios
others in connection with said loan, as well as any benefit

de esta hipoteca y aceptará en su lugar los beneficios del seguro, y a requerimiento
of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the

del acreedor hipotecario endosará el pagaré al acreedor hipotecario en caso de
mortgagee's request will assign the note to the mortgagee should the mortgagor

violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en
violate any covenant or agreement contained herein, in the note, or any

cualquier convenio suplementario por parte del deudor.
supplementary agreement.

(Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo
(Six) It is the purpose and intent of this mortgage that, among other things,

tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en
at all times when the note is held by the mortgagee, or in the event the

que el acreedor hipotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca
mortgagee should assign this mortgage without insurance of the note, this mortgage

garantizará el pago del pagaré pero cuando el pagaré esté en poder de un presta-
shall secure payment of the note; but when the note is held by an insured

mista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte
lender, this mortgage shall not secure payment of the note or attach to

de la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda,
the debt evidenced thereby, but as to the note and such debt

constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario
shall constitute an indemnity mortgage to secure the mortgagee

contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incum-
against loss under its insurance endorsement by reason of any default

plimiento por parte del deudor hipotecario.
by the mortgagor.

QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré
FIFTH: That, in consideration of said loan and (a) at all times when the note

sea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipote-
is held by the mortgagee, or in the event the mortgagee

cario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del
should assign this mortgage without insurance of the payment of the note, in guarantee of the

importe del pagaré según se especifica en el subpárrafo (Uno) del Párrafo NOVE-
amount of the note as specified in subparagraph (one) of paragraph NINTH

NO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho
hereof, with interest at the rate stipulated, and to secure prompt payment of the

pagaré, su renovación cualquier convenio contenido en el mismo, o extensión y
note and any renewals and extensions thereof and any agreements contained therein,

(b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garan-
(b) at all times when the note is held by an insured lender, in guarantee

tía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí
of the amounts specified in subparagraph 9Two of paragraph NINTH hereof

consignado para garantizar el cumplimiento del convenio del deudor hipotecario
for securing the performance of the mortgagor's agreement

de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el en-
herein to indemnify and save harmless the mortgagee against loss under its

doso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cual-
insurance endorsements by reason of any default by the mortgagor, and (c) in any

quier caso y en todo tiempo en garantía de las sumas adicionales consignadas en el
event and at all times whatsoever, in guarantee of the additional amounts specified in

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subpárrafo (Tres) del párrafo NOVENO de este instrumento y para asegurar el
subparagraph (Three) of paragraph NINTH hereof, and to secure the

cumplimiento de todos y cada uno de los convenios y del deudor hipotecario aquí
performance of every covenant and agreement of the mortgagor

contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por
contained herein or in any supplementary agreement, the mortgagor

la presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre
hereby constitutes a voluntary mortgage in favor of the mortgagee on

los bienes descritos en el párrafo UNDECIMO más adelante, así como sobre los
the property described in paragraph ELEVENTH hereof, together with all rights.

derechos, intereses servidumbres, derechos hereditarios, adhesiones pertenecientes
interests easements, hereditaments and appurtenances thereto belonging,

a los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e
the rents, issues and profits thereof and revenues and

ingreso de los mismos, toda mejora o propiedad personal en el presente o que en
income therefrom, all improvements and personal property now or

el futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos,
later attached thereto or reasonably necessary to the use thereof,

sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a
all water, water rights and shares in the same pertaining to

las fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario
the farms and all payments at any time owing to the mortgagor

por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación
by virtue of any sale, lease, transfer, conveyance or total or

total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre
partial condemnation of or injury to any part thereof or interest

ellas, siendo entendido que este gravámen quedará en toda su fuerza y vigor hasta
therein, it being understood that this lien will continue in full force and effect until

que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y
all amounts as specified in paragraph NINTH hereof, with interest before and

después del vencimiento hasta que los mismos hayan sido pagados en su totalidad.
after maturity until paid, have been paid in full.

En caso de ejecución, los bienes responderán del pago del principal, los intereses
In case of foreclosure, the property will be answerable for the payment of the principal, interest

antes y después de vencimiento, hasta su total solvento, pérdida sufrida por el acree
thereon before and after maturity until paid, losses sustained by the

dor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cual
mortgagee as insurer of the note, taxes, insurance premiums, and

quier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor
other disbursements and advances by the mortgagee for the mortgagor's account

hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas,
with interest until repaid to the mortgagee, costs, expenses and

gastos y honorarios de abogado del acreedor hipotecario, toda extensión o reno-
attorney's fees of the mortgagee all extensions and renewals of any of

vación de dichas obligaciones con intereses sobre todas y todo otro cargo o suma
said obligations, with interest on all and all other charges and additional

adicional especificada en el párrafo NOVENO de este documento.
amounts as specified in paragraph NINTH hereof.

SEXTO: El deudor hipotecario expresamente conviene lo siguiente:
SIXTH: That the mortgagor specifically agrees as follows:

(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda
(One) To pay promptly when due any indebtedness

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aqu, garantizada e indemnizar y conservar libre de dida al acreedor hipotecario
to the mortgagee hereby secured and to indemnify and save harmless the mortgagee against any

bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario.
loss under its insurance of payment of the note by reason of any default by the mortgagor.

En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el
At all times when the note is held by an insured lender, the

deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor
mortgagor shall continue to make payments on the note to the mortgagee,

hipotecario como agente cobrador del tenedor del mismo.
as collection agent for the holder.

(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación
(Two) To pay to the Mortgagee any initial fees for inspection and appraisal

y cualquier cargo por delincuencia requerido en el presente o en el futuro por los
and any deliquency charges, now or hereafter required by

reglamentos de la Administración de Hogares de Agricultores.
regulations of the Farmer's Home Administration.

(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegu-
(Three) At all times when the note is held by an insured lender,

rado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos
any amount due and unpaid under the terms of the note, less

la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor
the amount of the annual charge, may be paid by the mortgagee to the holder

del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido
of the note to the extent provided in the insurance endorsement

en el párrafo CUARTO anterior por cuenta del deudor hipotecario.
referred to in paragraph FOURTH hereof for the account of the mortgagor.

Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído
Any amount due and unpaid under the terms of the note, whether it is held

por el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada
by the mortgagee or by an insured lender, may be credite

por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto
by the mortgagee on the note and thereupon shall constitute an advance

por el acreedor hipotecario por cuenta del deudor hipotecario.
by the mortgagee for the account of the mortgagor.

Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub-
Any advance by the mortgagee as described in this

párrafo devengará intereses a razón del DIEZ Y TRES CUARTO--------
subparagraph shall bear interest at the rate of

---------- por ciento (10.75 %)
per cent (%)

anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor
per annum from the date on which the amount of the advance was due to the date of payment

hipotecario lo satisfaga.
to the mortgagee.

(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario, cualquier
(Four) Whether or not the note is insured by the mortgagee, any

o todo adelanto hecho por el acreedor hipotecario para prima de seguro, repa-
and all amount advanced by the mortgagee for property insurance premiums, repairs,

raciones, gravámenes u otra reclamación en protección de los bienes hipoteca-
liens and other claims, for the protection of the mortgaged property,

dos o para contribuciones o impuestos u otro gasto similar por razón de haber
or for taxes or assessments or other similar charges by reason of the

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el deudor hipotecario dejado de pagar por los mismos, devengará intereses a razón
mortgagor's failure to pay the same, shall bear interest at the rate

del tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos
stated in the next preceding subparagraph from the date of the advance

hasta que los mismos sean satisfechos por el deudor hipotecario.
until repaid to the mortgagee.

(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipo-
(Five) All advances made by mortgagee as described in this mortgage,

teca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipo-
with interest, shall be immediately due and payable by the mortgagor

tecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio
to mortgagee without demand at the

designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto
place designated in the note and shall be guaranteed hereby. No such advance

hecho por el acreedor hipotecario no relevará al deudor hipotecario de su obligación
by mortgagee shall relieve the mortgagor from breach of his covenant

del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los
to pay. Such advances, with interest shall be repaid from the

primeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo
first available collections received from mortgagor. Otherwise, any payments

pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier
payment made by mortgagor may be applied on the note or any

otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor
indebtedness to mortgagee secured hereby, in any order mortgagee

hipotecario determinare.
determines.

(Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente para
(Six) To use the loan evidenced by the note solely

los propósitos autorizados por el acreedor hipotecario.
for purposes authorized by mortgagee.

(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravá-
(Seven) To pay when due all taxes, special assessments, liens

menes y cargas que graven los bienes o los derechos o intereses del deudor hipo-
and charges encumbering the property or the right or interest of mortgagee

tecario bajo los términos de esta hipoteca.
under the terms of this mortgage.

(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requie-
(Eight) To procure and maintain insurance against fire and other hazards as required

ra el acreedor hipotecario sobre los edificios y las mejoras existentes en los bie-
by mortgagee on all existing buildings and improvements on the pro-

nes o cualquier otra mejora introducida en el futuro. El seguro contra fuego y
perty and on any buildings and improvements put there on in the future. The insurance against

otros riesgos serán en la forma y por las cantidades, términos y condiciones que
fire and other hazards will be in the form and amount and on terms and conditions

aprobare el acreedor hipotecario.
approved by mortgagee.

(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las
(Nine) To keep the property in good condition and promptly make all

reparaciones necesarias para la conservación de los bienes; no cometerá ni per-
necessary repairs for the conservation of the property; he will not commit nor

mitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá
permit to be committed any deterioration of the property; he will not remove nor demolish

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ning(dificio o mejora en los bienes, ni cortara ni overá madera de la finca,
any building or improvement on the property; nor will he cut remove wood from the farm

ni removerá ni permitirá que se remueva grava, arena, aceite, gas, carbón u otros
nor remove nor permit to be removed gravel, sand, oil, gas, coal, or other

minerales sin el consentimiento del acreedor hipotecario y prontamente llevará
minerals without the consent of mortgagee, and will promptly carry out

a efecto las reparaciones en los bienes que el acreedor hipotecario requiera de tiempo
the repairs on the property that the mortgagee may request from time

en tiempo. El deudor hipotecario cumplirá con aquellas prácticas de conservación
to time. Mortgagor shall comply with such farm conservation practices

de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en
and farm and home management plans as mortgagee from time to

tiempo pueda prescribir.
time may prescribe.

(Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se iden-
(Ten) If this mortgage is given for a loan to a farm owner as identified

tifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor
in the regulations of the Farmers Home Administration, mortgagor

hipotecario personalmente operará los bienes por sí y por medio de su familia como
will personally operate the property with his own and his family labor as a farm and for no other

una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a
purpose and will not lease the farm or any part of it

menos que el acreedor hipotecario consienta por escrito en otro método de opera-
unless mortgagee agrees in writing to any other method of operation

ción o al arrendamiento.
or lease.

(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la
(Eleven) To submit in the form and manner mortgagee may require,

información de sus ingresos y gastos y cualquier otra información relacionada con
information as to his income and expenses and any other information in regard to the

la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos
operation of the property, and to comply with all laws, ordinances, and regulations

que afecten los bienes o su uso.
affecting the property or its use.

(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el
(Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times

derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía
to inspect and examine the property for the purpose of ascertaining whether or not

otorgada está siendo mermada o deteriorada y si dicho examen o inspección deter-
the security given is being lessened or impaired, and if such inspection or examination shall

minare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo mer-
disclose, in the judgment of mortgagee, that the security given is being lessened

mada o deteriorada, tal condición se considerará como una violación por parte del
or impaired, such condition shall be deemed a breach by the

deudor hipotecario de los convenios de esta hipoteca.
mortgagor of the covenants of this mortgage.

(Trece) Si cualquier otra persona detentare con o impugnare el derecho de posesión
(Thirteen) If any other person interferes with or contests the right of possession

del deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará
of the mortgagor to the property, the mortgagor will immediately notify

al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción,
mortgagee of such action, and mortgagee at its option

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po instituir aquellos procedimientos que fuere necesarios en defensa de sus
may institute the necessary proceedings in defense of its

intereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos
interest, and any costs or expenditures incurred by mortgagee by said

procedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán
proceedings will be charged to the mortgage debt and considered

garantizados por esta hipoteca dentro del crédito adicional de la cláusula hipotecaria
by this mortgage within the additional credit of the mortgage clause

para adelantos, gastos y otros pagos.
for advances, expenditures and other payments.

(Catorce) Si el deudor hipotecario en cualquier tiempo mientras estuviere vigente
(Fourteen) If the mortgagor at any time while this mortgage remains in effect

esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acree-
should abandon the property or voluntarily deliver it to mortgagee,

dor hipotecario, el acreedor hipotecario es por la presente autorizado y con pode-
mortgagee is hereby authorized and empowered

res para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar
to take possession of the property, to rent and administer the same and collect

sus rentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los
the rents, benefits, and income from the same and apply them first to the

gastos de cobro y administración y en segundo término al pago de la deuda eviden-
costs of collection and administration and secondly to the payment of the debt evidenced

ciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada,
by the note or any indebtedness to mortgagee hereby guaranteed,

en el orden y manera que el acreedor hipotecario determinare.
in what ever order and manner mortgagee may determine.

(Quince) En cualquier tiempo que el acreedor hipotecario determinare que el deudor
(Fifteen) At any time that mortgagee determines that mortgagor

hipotecario puede obtener un préstamo de una asociación de crédito para produc-
may be able to obtain a loan from a credit association for production

ción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un
a Federal Bank or other responsible source, cooperative or private, at a

tipo de interés y términos razonables para préstamos por tiempo y propósitos
rate of interest and reasonable periods of time and purposes,

similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará
mortgagor, at mortgagee's request will apply for and accept

y aceptará dicho préstamo en cantidad suficiente para pagar por las acciones nece-
said loan in sufficient amount to pay the note and any other indebtedness secured hereby and to

sarias en la agencia cooperativa en relación con dicho préstamo.
purchase any necessary shares of stock in the cooperative agency in regard to said loan.

(Dieciseis) El incumplimiento de cualesquiera de las obligaciones garantizadas
(Sixteen) Should default occur in the performance or discharge of any obligation secured

por esta hipoteca, o si el deudor hipotecario o cualquier otra persona incluída como
by this mortgage, or should mortgagor, or any one of the persons herein called

deudor hipotecario faltare en el pago de cualquier cantidad o violare o no cumpliere
mortgagor, default in the payment of any amounts or violate or fail to comply

con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenido
with any clause, condition, stipulation, covenant, or agreement contained herein,

o en cualquier convenio suplementario, o falleciere o se declarare o fuere declarado
or in any supplementary agreement, or die or be declared an

incompetente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acree-
incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of

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dores, .. los bienes o parte de ellos o cualquier interés e... .os mismos fueren cedidos,
creditors, or should the property or any part thereof or interest therein be assigned,

vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo,
sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise,

sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es
without the written consent of mortgagee, mortgagee is

irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a
irrevocably authorized and empowered, at its option, and without notice: (One) to

declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda
declare all amounts unpaid under the note, and any indebtedness

al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y
to the mortgagee secured hereby, immediately due and payable and

proceder a su ejecución de acuerdo con la ley y los términos de la misma; (Dos)
to foreclose this mortgage in accordance with law and the provisions hereof; (Two)

incurrir y pagar los gastos razonables para la reparación o mantenimiento de los
to incur and pay reasonable expenses for the repair and maintenance of the

bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se
property and any expenses and obligations that mortgagor did not pay as

conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de
agreed in this mortgage, including taxes, assessments, insurance premium,

seguro y cualquier otro pago o gasto para la protección y conservación de los bienes
and any other expenses or costs for the protection and preservation of the property

y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres)
and this mortgage, or for compliance with any of the provisions of this mortgage; and (Three)

de solicitar la protección de la ley.
request the protection of the law.

(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario
(Seventeen) Mortgagor will pay, or reimburse mortgagee

todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos
for all necessary expenses for the fulfillment of the covenants and agreements

de esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, in-
of this mortgage and of the note and of any supplementary agreement, including

cluyendo los gastos de mensura, evidencia de título, costas, inscripción y hono-
the costs of survey, evidence of title, court costs, recordation fee and

rarios de abogado.
attorney's fees.

(Dieciocho) Sin afectar en forma alguna los derechos del acreedor a requerir y
(Eighteen) Without in any manner affecting the right of the mortgagee to require and

hacer cumplir en una fecha subsiguiente a los mismos los convenios, acuerdos u
enforce performance at a subsequent date of the same, similar or other covenant, agreement

obligaciones aquí contenidos o similares u otros convenios, y sin afectar la respon-
obligation herein set forth, and without affecting the liability

sabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí
of any person for payment of the note or any indebtedness

garantizada y sin afectar el gravámen impuesto sobre los bienes o la prioridad del
secured hereby, and without affecting the lien created upon said property or the priority of

gravámen, el acreedor hipotecario es por la presente autorizado y con poder en
said lien, the mortgagee is hereby authorized and empowered at

cualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obli-
any time (one) waive the performance of any covenant or obligation

gación aquí contenida o en el pagaré o en cualquier convenio suplementario (Dos)
contained herein or in the note or any supplementary agreement; (two)

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ne[illegible]r con el deudor hipotecario o conceder a [illegible]dor hipotecario cualquier
deal ... any way with mortgagor or grant to mortgagor any

indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el
indulgence or forbearance or extension of the time for payment of the note (with the

consentimiento del tenedor de dicho pagaré cuando esté en manos de un presta-
consent of the holder of the note when it is held by

mista asegurado) o para el pago de cualquier deuda a favor del acreedor hipoteca-
an insured lender) or for payment of any indebtedness to mortgagee

rio, y aquí garantizada: o (Tres) otorgar y entregar cancelaciones parciales de cual-
hereby secured; or (three) execute and deliver partial releases of any

quier parte de los bienes de la hipoteca aquí constituída u otorgar diferimiento o
part of said property from the lien hereby created or grant deferment or

postergación de esta hipoteca a favor de cualquier otro gravámen constituído sobre
postponement of this mortgage to any other lien over

dichos bienes.
said property.

(Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca,
(Nineteen) All right, title and interest in or to this mortgage,

incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones
including but not limited to the power to grant consents, partial releases,

parciales, subordinación, cancelación total, radica sola y exclusivamente en el
subordinations, and satisfaction, shall be vested solely and exclusively in

acreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o in-
mortgagee and no insured lender shall have any right, title or interest

terés alguno en o sobre el gravámen y los beneficios aquí contenidos.
in or to the lien or any benefits herein contained.

(Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cuales-
(Twenty) Default hereunder shall constitute default under any

quiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poseída
other real estate or crop or chattel mortgage held

o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipo-
or insured by mortgagee and executed or assumed by mortgagor,

tecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía
and default under any such other security instrument shall

constituirá incumplimiento de esta hipoteca.
constitute default hereunder.

(Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca será
(Twenty-One) All notices to be given under this mortgage shall

remitido por correo certificado a menos que se disponga lo contrario por ley, y
be sent by certified mail unless otherwise required by law,

será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto,
and shall be addressed until some other address is designated in a notice so given,

en el caso del acreedor hipotecario a Administración de Hogares de Agricultores,
in the case of mortgagee to Farmers Home Administration,

Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el
United States Department of Agriculture, San Juan, Puerto Rico, and in the

caso del deudor hipotecario, a él a la dirección postal de su residencia según se
case of mortgagor to him at the post office address of his residence as stated

especifica más adelante.
hereinafter.

(Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario
(Twenty-Two) Mortgagor by these presents grants to mortgagee

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el importe de cualquier sentencia obtenido por expropiación forzosa para uso
the amount of any judgment obtained by reason of condemnation proceedings for public

público de los bienes o parte de ellos así como también el importe de la sentencia
use of the property or any part thereof as well as the amount of any judgment

por daños causados a los bienes. El acreedor hipotecario aplicará el importe así
for damages caused to the property. The mortgagee will apply the amount so

recibido al pago de los gastos en que incurriere en su cobro y el balance al pago del
received to the payment of costs incurred in its collection and the balance to the payment

pagaré y cualquier cantidad adeudada al acreedor hipotecario garantizada por esta
of the note and any indebtedness to the mortgagee secured by this

hipoteca, y si hubiere algún sobrante, se reembolsará al deudor hipotecario.
mortgage, and if any amount then remains, will pay such amount to mortgagor.

SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso
SEVENTH: That for the purpose of the first sale to be held in case

de ejecución de esta hipoteca, de conformidad con la ley hipotecaria, según enmen-
of foreclosure of this mortgage, in conformity with the mortgage law, as amended,

dada, el deudor hipotecario por la presenta tasa los bienes hipotecados en la suma
mortgagor does hereby appraise the mortgaged property in the amount

de ---TRESCIENTOS CUATRO MIL SETECIENTOS CUARENTA DOLA-
of
RES ($304,740.00)----------

OCTAVO: El deudor hipotecario por la presente renuncia al trámite de requeri-
EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be

miento y se considerará en mora sin necesidad de notificación alguna por parte
considered in default without the necessity of any notification of default or demand for pay-

del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Ad
ment on the part of mortgagee. This mortgage is subject to the rules and regulations of the

ministración de Hogares de Agricultores ahora en vigor y a futuros reglamentos,
Farmers Home Administration now in effect, and to its future regulations

no inconsistentes con los términos de esta hipoteca, así como también sujeta a
not inconsistent with the provisions of this mortgage, as well as to the

las leyes del Congreso de Estados Unidos de America que autorizan la asignación
laws of the Congress of the United States of America authorizing the making and

y aseguramiento del préstamo antes mencionado.
insuring of the loan hereinbefore mentioned.

NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes:
NINTH: The amounts guaranteed by this mortgage are as follows:

Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de
One. At all times when the note mentioned in paragraph THIRD of

esta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor
this mortgage is held by mortgagee, or in the event mortgagee

hipotecario cediere esta hipoteca sin asegurar el pagaré ---SETENTA Y DOS--
should assign this mortgage without insurance of the note,

MIL----------DOLARES ($ 72,000.00)
DOLLARS ($)

el principal de dicho pagaré, con sus intereses según estipulados a razón del
the principal amount of said note, together with interest as stipulated therein at the rate of

---DIEZ Y TRES CUARTO--------- por ciento (10.75--- %) anual;
per cent (%) per annum;

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Dos. En todo tiempo cuando el pagaré es poseído por un prestamista asegurado:
Two. At all times when said note is held by an insured lender:

(A) ---SETENTA Y DOS MIL----------
(A)

----------DOLARES ($ 72,000.00-)
DOLLARS ($)

para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado
for indemnifying the mortgagee for advances to the insured lender

por motivo del incumplimiento del deudor hipotecario de pagar los plazos según
by reason of mortgagor's failure to pay the installments as

se especifica en el pagaré, con intereses según se especifica en el párrafo SEXTO,
specified in the note, with interest as stated in paragraph SIXTH,

Tercero;
Three:

(B) 0------CIENTO OCHO MIL DOLARES----------
(B)

----------DOLARES ($108,000.00)
DOLLARS ( )

para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda
for indemnifying the mortgagee further against any loss it might

sufrir bajo su seguro de pago del pagaré.
sustain under its insurance of payment of the note;

Tres. En cualquier caso y en todo tiempo;
Three. In any event and at all times whatsoever:

(A) ---VEINTIOCHO MIL OCHOCIENTOS DOLARES----------
(A)

($ 28,800.00-----) para intereses después de mora:
( ) for default interest:

(B) ---CATORCE MIL CUATROCIENTOS DOLARES----------
(B)

($14,400.00----) para contribuciones, seguro y otros adelantos para la con-
( ) for taxes, insurance and other advances for the preservation

servación y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo
and protection of this mortgage, with interest at the rate stated in paragraph

SEXTO, Tercero;
SIXTH, Three:

(C) ---SIETE MIL DOSCIENTOS-----DOLARES----------
(C)

($ 7,200.00--------) para costas, gastos y honorarios de abogado en caso
( ) for costs, expenses and attorney's fees in case

de ejecución;
of foreclosure:

(D) ---SIETE MIL DOSCIENTOS DOLARES----------
(D)

($ 7,200.00------) para costas y gastos que incurriere el acreedor hipoteca-
( ) for costs and expenditures incurred by the mortgagee in

rio en procedimientos para defender sus intereses contra cualquier persona que inter-
proceedings to defend its interests against any other person interfering with

venga o impugne el derecho de posesión del deudor hipotecario a los bienes según
or contesting the right of possession of mortgagor to the property as

se consigna en el párrafo SEXTO, Trece.
provided in paragraph (SIXTH, Thirteen.

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DECIMO: Que el (los) pagaré(s) a que se hace referencia en el párrafo TERCERO
TENTH: That the note(s) referred to in paragraph THIRD

de esta hipoteca es (son) descrito(s) como sigue:
of this mortgage is(are) described as follows:

"Pagaré otorgado en el caso número
"Promissory note executed in case number **sesenta y tres-treinta y cuatro quinientos ochenta y uno ochocientos veinticuatro setecientos uno (63-34-581824701)**----------
---------- fechado el día **trece**---
dated the

(13)---------- de **octubre**-------- de mil novecientos
day of nineteen hundred and

ochenta y tres (1983)- por la suma de **SETENTA Y DOS MIL**----
in the amount of

($72,000.00)---------- dólares de principal más
of principal plus

intereses sobre el balance del principal adeudado a razón del **DIEZ Y TRES**--
interest over the unpaid balance at the rate of

CUARTO---------- (**10.75%**--) por ciento anual,
( ) percent per annum,

hasta tanto su principal sea totalmente satisfecho según los términos, plazos, condi
until the principal is totally paid according to the terms, installments,

ciones y estipulaciones contenida en dicho pagaré y según acordados y convenidos
conditions and stipulation contained in the promissory note and as agreed

entre el Prestatario y el Gobierno; excepto el pago final del total de la deuda aquí
between the borrower and the Government, except that the final installment of the

representada, de no haber sido satisfecho con anterioridad, vencerá y sera pagadero
entire debt herein evidenced, if not sooner paid, will be due

a los
and payable ------**CUARENTA (40)** ----------

años de la fecha de este pagaré.
years from the date of this promissory note.

Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido por el
Said promissory note is given as evidence of a loan made by the

Gobierno al Prestatario de conformidad con la Ley del Congreso de los Estados
Government to the borrower pursuant to the law of the Congress of the United

Unidos de América denominada "Consolidated Farm and Rural Development Act
States of America known as "Consolidated Farm and Rural Development Act

of 1961" o de conformidad con el "Title V of the Housing Act of 1949", según
of 1961" or pursuant to "Title V of the Housing Act of 1949, as

han sido enmendadas y está sujeto a los presentes reglamentos de la Administración
amended, and is subject to the present regulations of the Farmers

de Hogares de Agricultores y a los futuros reglamentos no inconsistentes con dicha
Home Administration and to its future regulations not inconsistent with the

Ley. De cuya descripción, yo, el Notario Autorizante, DOY FE.
express provision thereof. Of which description I, the authorizing Notary, GIVE FAITH.

UNDECIMO: Que la propiedad objeto de la presente escritura y sobre la que se
ELEVENTH: That the property object of this deed and over which

constituye Hipoteca Voluntaria, se describe como sigue:
voluntary mortgage is constituted, is described as follows:

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RAMON ... DEL RIO ... POR VOL ... NOTARIO

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---"RUSTICA:- Compuesta de:- OCHENTA Y NUEVE PUNTO MIL--
CUATROCIENTAS OCHO CUERDAS (89.1408 cdas.) equivalentes
a treinta y cinco hectareas, tres centesimas de Areas,--
cincuenta y ocho centiareas, diez miliareas, sita en el
Barrio MARAVILLA del término municipal de Las Marías,---
Puerto Rico en lindes al:----------
---NORTE:- con Francisco Mártir hoy, antes Antonio Ro--
dríguez, separado por una quebrada, Juan Mártir, Santia-
go Rodríguez, la FRRA, Bernardo Méndez, hoy antes Gabino
Carrero, separado por un caño y Fernando Guilloty antes--
Pedro González; por el----------
---SUR:- con José Ríos, la FRRA, José Carlos Lugo; al---
---ESTE:- hoy Bernardo Méndez antes Angel Colón y Augusto
Cruz separado por una quebrada y por el----------
---OESTE:- hoy Comunidad Rural Lavergne separado por una
quebrada antes terrenos de Lucas Lavergne separado por--
una quebrada. Está atravesada de Norte a Sur por la ca--
rretera de San Sebastián,"----------
----a Las Marías."----------

---Inscrita al folio cuarenta y cuatro (44) del tomo----
ochenta y cuatro (84) de Las Marías, finca número qui---
nientos once (511).----------

Adquirió el prestatario la descrita finca por
Borrower acquired the described property by compra a Juana Rullán----
Frontera y esposo Augusto Pérez y de Margarita Elías.--

según consta de la Escritura Número
pursuant to Deed Number cuatro de ocho de enero de mil

de fecha novecientos cincuenta y uno, y setenta y nueve de
dated
fecha veintiuno de mayo de mil novecientos cincuenta y
dos,----------

otorgada en la ciudad de
executed in the city of Mayaguez y San Juan, Puerto Rico,------

ante el Notario
before Notary Oscar Suffront y B, Esteves.----------

Dicha propiedad se encuentra
Said property is afecta a hipotecas a favor de Cor-
poración de Crédito Agrícola, Estados Unidos de América
Banco Popular, el Portador.----------

DUODECIMO: Que comparecen en la presente escritura como Deudores Hipote-
TWELFTH: The parties appearing in the present deed as Mortgagors ----------

carios
are :- DON LUIS SANTALIZ CAPESTANY y su esposa DOÑA--
ESTHER RIVERA, mayores de edad, casados entre sí, pro--
pietarios y vecinos de Las Marías, Puerto Rico.--------

cuya dirección postal es:
whose postal address is: Apartado ciento setenta y cinco (175)
Las Marías, Puerto Rico.----------

DECIMO TERCERO: El importe del préstamo aquí consignado se usó ó será usado
THIRTEENTH: The proceeds of the loan herein guaranteed was used or will be used ----

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para fines agrícolas y la construcción y/o reparación y/o mejoras de las instalaciones
for agricultural purposes and the construction and/or repair or improvement of the physical

físicas en la finca(s) descrita(s).
installations on the described farm(s).

DECIMO CUARTO: El prestatario ocupará personalmente y usará cualquier estruc-
FOURTEENTH: The borrower will personally occupy and use any structure

tura que haya sido construída, mejorada o comprada con el importe del préstamo
constructed, improved or purchased with the proceeds of the loan

aquí garantizado y no arrendará o usará para otros fines dicha estructura a menos
herein guaranteed and shall not lease or use for other purposes said structure unless

que el Gobierno lo consienta por escrito. La violación de esta clausula como la
the Government so consents in writing. Violation of this clause as well as

violación de cualquiera otro convenio o cláusula aquí contenida ocasionará el
violation of any other agreement or clause herein contained will cause

vencimiento de la obligación como si todo el término hubiese transcurrido y en
the debt to become due as if the whole term had elapsed and the

aptitud el Gobierno de declarar vencido o pagadero el préstamo y proceder a la
Government at its option may declare due and payable the loan and proceed to

ejecución de la hipoteca.
the foreclosure of the mortgage.

DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda construcción
FIFTEENTH: This mortgage expressly extends to all construction

o edificación existente en la(s) finca(s) antes descrita(s) y a toda mejora, construc-
or building existing on the farm(s) hereinbefore described and all improvement,

ción o edificación que se construya en dicha finca(s) durante le vigencia del prés-
construction or building constructed on said farm(s) while the

tamo hipotecario constituido a favor del Gobierno, verificada por los actuales
mortgage loan constituted in favor of the Government is in effect, made by the present

dueños deudores o por sus cesionarios o causahabientes.
owners or by their assignees or successors.

DECIMO SEXTO: El deudor hipotecario por la presente renuncia mancomunada
SIXTEENTH: The mortgagor by these presents hereby waives jointly and

y solidariamente por sí y a nombre de sus herederos causahabientes, sucesores o
severally for himself and on behalf of his heirs, assignees, successors or

representantes a favor del acreedor (ADministración de Hogares de Agricultores),
representatives, in favor of mortgagee (Farmers Home Administration)

cualquier derecho de Hogar Seguro (Homestead) que en el present o en el futuro
any Homestead right (Homestead) that presently or in the future

pudiera tener en la propiedad descrita en el párrafo undécimo y en los edificios
he may have in the property described in paragraph eleventh and in the buildings

allí enclavados o que en el futuro fueran construídos; renuncia esta permitida
thereon or which in the future may be constructed; this waiver being permitted

a favor de la Administración de Hogares de Agricultores por la Ley Número trece
in favor of the Farmers Home Administration by Law Number Thirteen

(13) del veintiocho (28) de mayo de mil novecientos sesenta y nueve (1969) (31
(13) of the twenty-eights of May, nineteen hundred sixty-nine (1969) (31

L.P.R.A. 1851)
L.P.R.A. 1851).

DECIMO SEPTIMO: El acreedor y el deudor hipotecario convienen en que cual-
SEVENTEENTH: Mortgagee and mortgagor agree that any

quier estufa, horno, calentador comprado o financiado total o parcialmente con
stove, oven, water heater, purchased or financed completely or partially with

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fondos del préstamo aquí garantizado, se considerará e interpretará como parte
funds of the loan herein guaranteed, will be considered and understood to form part

de la propiedad gravada por esta Hipoteca.
of the property encumbered by this Mortgage.

DECIMO OCTAVO: El deudor hipotecario se compromete y se obliga a mudarse
EIGHTEENTH: The mortgagor agrees and obligates himself to move

y a ocupar la propiedad objeto de esta escritura dentro de los próximos sesenta
and occupy the property object of this deed within the following sixty

días a partir de la fecha de la inspección final; y en caso de circunstancias impre-
days from the date of final inspection, and in the event of unforeseen circumstances

vistas fuera del control del deudor hipotecario que le impidiera mudarse, éste lo
beyond his control which would impede him to do so, he will

notificará por escrito al Supervisor Local.
notify it in writing to the County Supervisor.

DECIMO NOVENO: Toda mejora, construcción o edificación que se construya
NINETEENTH: All improvement, construction or building constructed

en dicha finca durante la vigencia antes mencionada deberá ser construída previa
on said farm(s) during the term hereinbefore referred to, must be made with the previous

autorización por escrito del acreedor hipotecario conforme a los reglamentos pre-
consent in writing of mortgagee in accordance with present regulations

sentes y aquellos futuros que se promulgaren de acuerdo a las leyes federales y
or future ones that may be promulgated pursuant to the federal and

locales no inconsistentes o incompatibles con las leyes actuales que gobiernan
local laws not inconsistent or incompatible with the present laws which govern

estos tipos de préstamos.
these types of loans.

VIGESIMO: Este instrumento garantiza asimismo el rescate o recuperación de
TWENTIETH: This instrument also secures the recapture of

cualquier crédito por intereses o subsidio que pueda otorgarse a los prestatarios
any interest credit or subsidy which may be granted to the borrower(s) by the

por el Gobierno de acuerdo con las disposiciones del Título Cuarentidos del Código
Government pursuant to Forty-Two

de Estados Unidos Sección Mil Cuatrocientos Noventa - a (42 U.S.C. 1490a)
U.S.C. Fourteen Ninety-a (42 U.S.C. 1490a)

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ACEPTACION
ACCEPTANCE

El (los) comparecientes ACEPTAN esta escritura en la forma redactada una vez
The appearing party (parties) ACCEPT(S) this deed in the manner drawn once

yo, el Notario autorizante, le (les) hice las advertencias legales pertinentes.
I, the authorizing Notary, have made to him (them) the pertinent legal warnings.

Así lo dicen y otorgan ante mí, el Notario autorizante, el (los) compareciente(s)
So they say and execute before me, the authorizing Notary, the appearing party (parties)

sin requerir la presencia de testigos después de renunciar su derecho a ello del que
without demanding the presence of witnesses after waiving his (their) right to do so of which

le(s) advertí.
I advised him (them).

Después de ser leída esta escritura por el (los) compareciente(s), se ratifica(n)
After this deed was read by the appearing party(parties) he (they) ratify its

en su contenido, pone(n) sus iniciales en cada uno de los fólios de esta escritura
contents, place(s) his (their) initials on each of the folios of this deed

incluyendo el último y la firma(n) todos ante mí, el Notario autorizante, que DOY
including the last one, and all sign before me, the authorizing Notary who GIVES

FE de todo el contenido de esta escritura.
FAITH to everything contained in this deed.

---FIRMADOS:- LUIS SANTALIZ CAPESTANY, ESTHER RIVERA.

---FIRMADO, SIGNADO, SELLADO Y RUBRICADO, RAMON RAFAEL LUGO BEAUCHAMP.

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RAMON RAFAEL LUGO
ABOGADO
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CERTIFICO:—Que la que precede es copia fiel y exacta de su original que bajo el número -192- obra en mi protocolo de instrumentos públicos para el corriente año. Hay adheridos y debidamente cancelados en el original los correspondientes sellos de Rentas Internas e Impuesto Notarial.

EN TESTIMONIO DE LO CUAL y para entregar a Forma Gen, expido la presente copia certificada, que FIRMO, SIGNO, SELLO Y RUBRICO, en Puerto Rico, el mismo día de su otorgamiento dejando anotada su saca.

DOY FE.

RAMON RAFAEL LUGO BEAUCHAMP
Notario Público

RAMON RAFAEL LUGO
ABOGADO
NOTARIO
POR VOLUNTAD DE DIOS

IMPUESTO NOTARIAL
UN DOLAR

Inscrita la hipoteca que refiere este documento al folio 61 del tomo 127 de Las Marías, finca número 511 inscripción 38ª. Dominio y gravada además con hipotecas a favor de Estados Unidos de América por conducto de la Adm de Mejoras de Agricultores por $56,900.00; $10,000.00; $7,000.00; a favor de la Corporación de Crédito Agrícola por $34,845.00 y $60,000.00; a favor del Banco Popular por $31,000.00 y a favor del Portador de un pagaré por $12,000.00.
En Mayagüez a 3 de noviembre de 1953.
Sin Derecho.

Registrador

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Puerto Rico

Exhibit 19

FmHA Form 1940-17 (S)
(Rev. 11-1-78)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION
PROMISSORY NOTE

TYPE OF LOAN
Type: OL- LIMITED RESOURCES
In accordance with:
X Consolidated Farm and Rural Development Act
Emergency Agricultural Credit Adjustment Act of 1978

Name: LUIS SANTALIZ CAPESTANY
State: PUERTO RICO
Office: LARES
Case Number: 63-34-581824701
Date: SEPTEMBER 9, 1985

ACTION REQUIRING NOTE:

	Initial Loan	New Payment Plan
X	Subsequent Loan	Reamortization
	Consolidation and Subsequent Loan	Sale on Credit
	Consolidation	Deferred Payments

FOR VALUE RECEIVED, the undersigned Borrower(s) and any other co-borrower, jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture (herein called the "Government"), or its representative, at its offices in LARES, PUERTO RICO, or at another location designated in writing by the Government, the principal sum of NINETEEN THOUSAND EIGHT HUNDRED DOLLARS ($19,800.00), plus interest on the unpaid principal of SEVEN AND ONE QUARTER PERCENT (7.25%) PER ANNUM. If this note is for a Limited Resources Loan (indicated in the box above, under the heading "Type of Loan"), the Government may CHANGE THE INTEREST RATE, in accordance with the Farmers Home Administration regulations, not more frequently than a calendar trimester basis, and shall notify Borrower at his most current address by mail, with thirty (30) days' notice. The new interest rate shall not exceed the highest interest rate established by the Farmers Home Administration regulations for the type of loan indicated above.

Principal and interests shall be paid in 5 installments, as indicated below, unless modified by a different interest rate, on or before the following dates:

$449.00.....on January 1, 1986
$7,580.00.....on January 1, 1987
$7,580.00..... on January 1, 1988
$7,580.00..... on January 1, 1989

and $_____each January first subsequently thereafter until the principal and interests are completely paid, except for the final payment of the debt evidenced herein, which, if not sooner paid, shall be due and payable 4 years from the date of this note, with the exception that prepayments may be made as provided for below. The consideration hereof shall support any agreement modifying the schedule of payments.

If the total amount of the loan is not forwarded by the due date, the loan will be forwarded to Borrower, pursuant to request by Borrower and approval by the Government. Approval by the Government shall be granted only when the loan is requested for purposes authorized by the Government. Interests will accrue on the amount of each loan starting on the date these become effective as shown in the Payment Log at the end of this note. Borrower authorizes the Government to note the amount(s) and date(s) of any prepayment(s) in the Payment Log.

For any note that is reamortized, consolidated or with a new payment plan, interests accumulated as of the date of this instrument will be added to the principal and the new principal will accrue interests at the rate evidenced herein.

Every payment made on any indebtedness evidenced by this note shall be applied first to interests computed as of the effective payment date and then to the principal.

Payments in advance of scheduled installments, or any portion thereof, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in regulations (7 C.F.R. 1861.2) of the Farmers Home Administration, according to the source of the funds involved, shall, after payment of interest, be applied to the last installments to come due under this promissory note, and shall not affect Borrower's duty to pay the remaining installments as scheduled herein. If at any time the Government should assign this promissory note and insure payment of the same, the Borrower shall continue making payments to the Government as collecting agent of the holder.

If this note is held by an insured lender, advance payments made by Borrower may, at the Government's option, be transferred promptly by the Government to the holder, except the final payment, or such payments shall be retained by the Government and transferred to the holder either on an annual installment due date basis. The effective date of any advance payment retained and transferred by the Government to the holder on an annual installment due date basis shall be the date of Borrower's advance payment, and the Government shall pay the interest to which the holder is entitled, accruing between the effective date of any such advance payment and the date of the Treasury check paid to the holder.

Any amount forwarded or invested by the Government in order to collect on this promissory note or to preserve or protect the security of the loan or paid in any way under the terms of any security agreement or other instrument executed in relation to the loan evidenced herein, shall, at the option of the Government, become part of the loan and shall accrue interest at the same rate as the principal of the debt evidenced herein and shall be immediately due and payable by the Borrower to the Government without the need of requirements.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced herein shall not be voluntarily leased, surrendered, sold, transferred, or encumbered, without the previous written consent of the Government. Unless the Government gives written consent to the contrary, Borrower will personally manage said property as a farm if this is a Farm Owner (FO) loan.

If "Consolidation and Subsequent Loan", "Consolidation", "Reamortization" or "New Payment Plan" is marked in the upper box of the first page titled "Action Requiring Note", this promissory note is executed to consolidate, reamortize or as evidence of a new payment plan, but not to satisfy the principal and interests of the following promissory note(s) or assumption agreement(s) (new terms):

AMOUNT OF NOTE: $
INTERESTS: %
DATE:
ORIGINAL BORROWER:
LAST INSTALLMENT DUE:

The security documents taken in relation to the loans evidenced by the described promissory notes or other stated obligations are not affected by the execution of this consolidation, reamortization or new payment plan. These security instruments shall remain in effect and the security offered for the loans evidenced by the described promissory notes shall continue to guarantee the loan ~~evidenced by this promissory~~ note and by any other stated obligations.

REFINANCING AGREEMENT: If at any time the Government determines that Borrower may be able to obtain a loan from a responsible cooperative or other private credit source at reasonable rates and terms for loans for similar purposes and time periods, Borrower shall, at the Government's request, apply for and accept a loan of a sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary shares.

DEFAULT: Failure to pay any debt described herein when due, or failure to comply with any condition or agreement of this document, shall constitute default under any other instrument evidencing a debt insured or guaranteed by the Government, or in any other way related to such debt, that the Borrower may have; and default under any other instrument shall constitute default under the terms of this document. UPON ANY SUCH

DEFAULT, the Government, at its discretion, may declare all or part of such debt due and payable immediately.

This note is given as evidence of a loan to Borrower made or insured by the Government, pursuant to the Consolidated Farm and Rural Development Act or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan indicated in the box 'TYPE OF LOAN" above. This note is subject to the present regulations of Farmers Home Administration and to its future regulations not inconsistent with the stipulations expressed herein.

Presentation, protest, and notice are hereby expressly waived.

[Signature]
LUIS SANTALIZ CAPESTANY (BORROWER)
[Signature]
ESTER RIVERA (BORROWER)

BOX 175
LAS MARIAS, P.R. 00670

PAYMENT LOG

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
$19,800.00	8-23-85	$		$	

TOTAL: $19,800.00

The following lots have been released from this mortgage:
548.3297 meters squared; 549.2385 meters squared; 505.8749 meters squared; 507.7778 meters squared; 646.3852 meters squared; 577.3745 meters squared; 557.7148 meters squared; 519.6524 meters squared; recorded on pages 215, 223, 231, 239, 247, 1, 9 and 17, volumes 143 and 144 of Las Marías, in consideration of the payment received of $2,214.00.

In Arecibo, P.R., December 24, 1992
[Signature]
RAMON RAFAEL LUGO BEAUCHAMP
NOTARY PUBLIC
[Seal]

CERTIFICATION
I, ILEANA ECHEGOYEN, of legal age, single, a resident of Rio Piedras, Puerto Rico, in my official capacity as State Director of the Farmers Home Administration, U.S.

Department of Agriculture, hereby declare under penalty of perjury that this is a true and exact copy of the original document which I have under my custody.
San Juan. Puerto Rico
[Signature]
ILEANA ECHEGOYEN
State Director

CERTIFICATE

I hereby certify that the attached Promissory Note is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced, competent and certified to translate from Spanish into English.

DATED this 4th day of April of 2005.

Nicole Harris

WITNESS my hand and official seal hereto affixed this
4th day of April of 2005.

Signature

Notary Public
State of Washington
Rosa Walker
Commission Expires 02-01-06

Print Name: Rosa Walker
Notary Public in and for the State of Washington
My appointment expires: 02/01/06

Exhibit 20

Forma FmHA 1940-17 (S)
(Rev. 11-1-78)

DEPARTAMENTO DE AGRICULTURA DE ESTADOS UNIDOS
ADMINISTRACION DE HOGARES DE AGRICULTORES

PAGARE

CLASE DE PRESTAMO
Tipo: OL-Limited Resource

De acuerdo a:
- [x] Consolidated Farm & Rural Development Act
- [ ] Emergency Agricultural Credit Adjustment Act of 1978

Nombre LUIS SANTALIZ CAPESTANY	
Estado PUERTO RICO	Oficina LARES
Caso Núm. 63-34-581824701	Fecha 9 DE SEPTIEMBRE DE1985

ACCION QUE REQUIERE PAGARE:
- [ ] Préstamo Inicial
- [x] Préstamo Subsiguiente
- [ ] Consolidación y préstamo subsiguiente
- [ ] Consolidación
- [ ] Nuevo Plan de Pago
- [ ] Reamortización
- [ ] Venta a Crédito
- [ ] Pagos Diferidos

POR VALOR RECIBIDO, el Prestatario(s) subscribiente y cualquier otro co-deudor mancomunada y solidariamente pagaremos a la orden de Estados Unidos de América, actuando por conducto de la Administración de Hogares de Agricultores del Departamento de Agricultura de los Estados Unidos (denominado en adelante el "Gobierno") o su cesionario en su oficina en LARES, PUERTO RICO o en otro sitio designado por el Gobierno por escrito, la suma principal de DIESCINUEVE MIL OCHOCIENTOS CON----------00/100dólares ($19,800.00) más intereses sobre el principal adeudado al SIETE Y CUARTO POR CIENTO (7.25 %) anual. Si este pagaré es para un préstamo de Recursos Limitados (indicado en el encasillado superior "Clase de Préstamo"), el Gobierno puede **CAMBIAR EL PORCIENTO DE INTERES**, de acuerdo con los reglamentos de la Administración de Hogares de Agricultores, no más frecuente que trimestralmente, notificando por correo al Prestatario con treinta (30) días de anticipación a su última dirección. El nuevo tipo de interés no deberá exceder el porciento de interés más alto establecido en los reglamentos de la Administración de Hogares de Agricultores para el tipo de préstamo arriba indicado.

Principal e intereses serán pagados en 5 plazos, según indicado abajo, excepto si es modificado por un tipo de interés diferente, en o antes de las siguientes fechas:

$ 449.00	en enero 1, 1986	$ 7,580.00	en enero 1, 1987
$ 7,580.00	en enero 1, 1988	$ 7,580.00	en enero 1, 1989
$	en enero 1, 19 ;	$	en enero 1, 19 ;
$	en enero 1, 19 ;	$	en enero 1, 19 ;
$	en enero 1, 19 ;	$	en enero 1, 19 ;

y $ _____, subsiguientemente en enero 1 de cada año hasta que el principal e intereses sean completamente pagados excepto que el plazo final de la deuda aquí evidenciada, de no ser pagada anteriormente, vencerá y será pagadero en 4 años de la fecha de este pagaré y excepto que se podrán hacer pagos adelantados según se provee más abajo. La consideración aquí envuelta respaldará cualquier convenio modificando el plan de pagos.

Si la cantidad total del préstamo no es adelantada a la fecha del cierre, el préstamo será adelantado al Prestatario según solicitado por el Prestatario y aprobado por el Gobierno. La aprobación del Gobierno será dada siempre y cuando el adelanto es solicitado para un propósito autorizado por el Gobierno. Se acumularán intereses por la cantidad de cada adelanto desde su fecha actual como se demuestra en el Registro de Adelantos en el final de este pagaré. El Prestatario autoriza al Gobierno a anotar la(s) cantidad(es) y fecha(s) de tal(es) adelanto(s) en el Registro de Adelantos.

En cada pagaré reamortizado o consolidado, o con un nuevo plan de pago, los intereses acumulados a la fecha de este instrumento deberán ser sumados al principal y ese nuevo principal acumulará intereses a razón del porciento evidenciado por este instrumento.

Todo pago hecho en cualquier deuda representada por este pagaré será primero aplicado a intereses computados a la fecha efectiva del pago y después al principal.

Este Pagaré se otorga como evidencia de un préstamo al Prestatario concedido o asegurado por el Gobierno de conformidad con la Consolidated Farm and Rural Development Act o el Emergency Agricultural Credit Adjustment Act of 1978 y para el tipo de préstamo según indicado en el encasillado "**CLASE DE PRESTAMO**" más arriba. Este Pagaré está sujeto a los reglamentos presentes de la Administración de Hogares de Agricultores y a sus futuros reglamentos no inconsistentes con las estipulaciones aquí consignadas.

Presentación, protesto y aviso son por la presente expresamente renunciados.

Luis Santaliz Capestany *(Prestatario)*

Esther Rivera *(Prestatario)*

Box 175, Las Marias, P.R. 00670

REGISTRO DE ADELANTOS					
CANTIDAD	FECHA	CANTIDAD	FECHA	CANTIDAD	FECHA
$ 19,800.00	8-23-85	$		$	
$		$		$	
$		$		$	
$		$		$	
			TOTAL	$ 19,800.00	

Luis Santiago Copeztano/1980

Forma FmHA 427-1(S) PR
(Rev. 10-82)

loan 06

NUMERO CIENTO CUARENTA Y OCHO (148)
NUMBER

HIPOTECA VOLUNTARIA
VOLUNTARY MORTGAGE

En el pueblo de Lares, Puerto Rico a los nueve (9) días del mes de SEPTIEMBRE de mil novecientos ochenta y cinco (1985).

ANTE MI
BEFORE ME

RAMON RAFAEL LUGO BEAUCHAMP,

Abogado y Notario Público de la Isla de Puerto Rico con residencia en Lares,
Attorney and Notary Public for the Island of Puerto Rico, with residence in

Puerto Rico, y oficina en Lares, Puerto Rico.
and office in

COMPARECEN
APPEAR

Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denominadas de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales aparecen de dicho párrafo.
The persons named in paragraph TWELFTH of this mortgage hereinafter called the "mortgagor" and whose personal circumstances appear from said paragraph.

Doy fe del conocimiento personal de los comparecientes, así como por sus dichos de su edad, estado civil, profesión y vecindad.
I, the Notary, attest to the personal knowledge of the appearing parties, as well as to their statements which I believe to be true of their age, civil status, profession and residence.

Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorgamiento.
They assure me that they are in full enjoyment of their civil rights, and the free administration of their property, and they have, in my judgment, the necessary legal capacity to grant this voluntary mortgage.

EXPONEN
WITNESSETH:

PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el párrafo UNDECIMO así como de todos los derechos e intereses en las mismas, denominada de aquí en adelante "los bienes".
FIRST: That the mortgagor is the owner of the farm or farms described in paragraph ELEVENTH of this mortgage, and of all rights and interest in the same hereinafter referred to as "the property".

SEGUNDO: Que los bienes aquí hipotecados están afectos a los gravámenes que se especifican en el párrafo UNDECIMO.
SECOND: That the property mortgaged herein is subject to the liens specified in paragraph ELEVENTH herein.

TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de América, actuando por conducto de la Administración de Hogares de Agricultores, denominado de aquí en adelante el "acreedor hipotecario", en relación con
THIRD: That the mortgagor has become obligated to the United States of America, acting through the Farmers Home Administration, hereinafter called the "mortgagee" in connection with

RAMON RAFAEL LUGO
ABOGADO
NOTARIO
POR VOLUNTAD DE DIOS

Registro de la Propiedad
SECCION DE
MAYAGUEZ
Puerto Rico

un préstamo o préstamos evidenciado por uno o más pagarés o convenio de sub-
a loan or loans evidenced by one or more promissory note(s) or assumption agreement(s)

rogación, denominado en adelante el "pagaré" sean uno o más. Se requiere por
hereinafter called "the note" whether one or more. It is required by

el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de
the Government that additional monthly payments of one-twelfth of the

las contribuciones, avaluos (impuestos), primas de seguros y otros cargos que se
taxes, assessments, insurance premiums and other charges

hayan estimado sobre la propiedad hipotecada.
estimated against the property.

CUARTO: Se sobreentiende que:
FOURTH: It is understood that:

(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la
(One) The note evidences a loan or loans to the mortgagor in the

suma de principal especificada en el mismo, concedido con el propósito y la inten-
principal amount specified therein made with the purpose and intention

ción de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y
that the mortgagee, at any time, may assign the note and

asegurar su pago de conformidad con el Acta de mil novecientos sesenta y uno
insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-One

consolidando la Administración de Hogares de Agricultores o el Título Quinto de
consolidating the Farmers Home Administration or Title Five of

la Ley de Hogares de mil novecientos cuarenta y nueve, según han sido enmenda-
the Housing Act of Nineteen Hundred and Forty-Nine, as amended,

das.

(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede
(Two) When payment of the note is guaranteed by the mortgagee

ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el
it may be assigned from time to time and each holder of the insured note, in turn,

prestamista asegurado.
will be the insured lender.

(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acree-
(Three) When payment of the note is insured by the mortgagee, the

dor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con
mortgagee will execute and deliver to the insured lender along

el pagaré un endoso de seguro garantizando totalmente el pago de principal e in-
with the note an insurance endorsement insuring the payment of the note fully as to principal

tereses de dicho pagaré.
and interest.

(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor
(Four) At all times when payment of the note is insured by the mortgagee,

hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado,
the mortgagee by agreement with the insured lender

determinarán en el endoso de seguro la porción del pago de intereses del pagaré
set forth in the insurance endorsement will be entitled to a specified portion of the interest pay-

que será designada como "cargo anual".
ments on the note, to be designated the "annual charge".

(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tene-
(Five) A condition of the insurance of payment of the note will be that the holder

dor cederá todos sus derechos y remedios contra el deudor hipotecario y cuales-
will forego his rights and remedies against the mortgagor and any

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quier otros en relación con dicho préstamo así como también a los beneficios
others in connection with said loan, as well as any benefit

de esta hipoteca y aceptará en su lugar los beneficios del seguro, y a requerimiento
of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the

del acreedor hipotecario endosará el pagaré al acreedor hipotecario en caso de
mortgagee's request will assign the note to the mortgagee should the mortgagor

violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en
violate any covenant or agreement contained herein, in the note, or any

cualquier convenio suplementario por parte del deudor.
supplementary agreement.

(Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo
(Six) It is the purpose and intent of this mortgage that, among other things,

tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en
at all times when the note is held by the mortgagee, or in the event the

que el acreedor hipotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca
mortgagee should assign this mortgage without insurance of the note, this mortgage

garantizará el pago del pagaré pero cuando el pagaré esté en poder de un presta-
shall secure payment of the note; but when the note is held by an insured

mista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte
lender, this mortgage shall not secure payment of the note or attach to

de la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda,
the debt evidenced thereby, but as to the note and such debt

constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario
shall constitute an indemnity mortgage to secure the mortgagee

contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incum-
against loss under its insurance endorsement by reason of any default

plimiento por parte del deudor hipotecario.
by the mortgagor.

QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré
FIFTH: That, in consideration of said loan and (a) at all times when the note

sea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipote-
is held by the mortgagee, or in the event the mortgagee

cario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del
should assign this mortgage without insurance of the payment of the note, in guarantee of the

importe del pagaré según se especifica en el subpárrafo (Uno) del Párrafo NOVE-
amount of the note as specified in subparagraph (one) of paragraph NINTH

NO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho
hereof, with interest at the rate stipulated, and to secure prompt payment of the

pagaré, su renovación cualquier convenio contenido en el mismo, o extensión y
note and any renewals and extensions thereof and any agreements contained therein,

(b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garan-
(b) at all times when the note is held by an insured lender, in guarantee

tía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí
of the amounts specified in subparagraph 9Two of paragraph NINTH hereof

consignado para garantizar el cumplimiento del convenio del deudor hipotecario
for securing the performance of the mortgagor's agreement

de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el en-
herein to indemnify and save harmless the mortgagee against loss under its

doso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cual-
insurance endorsements by reason of any default by the mortgagor, and (c) in any

quier caso y en todo tiempo en garantía de las sumas adicionales consignadas en el
event and at all times whatsoever, in guarantee of the additional amounts specified in

RAMON RAFAEL LUGO
ABOGADO
NOTARIO
POR VOLUNTAD DE DIOS

Rama de la Propiedad
SECCION DE
MAYAGUEZ
Puerto Rico

subpárrafo (Tres) del párrafo NOVENO de este instrumento y para asegurar el
subparagraph (Three) of paragraph NINTH hereof, and to secure the

cumplimiento de todos y cada uno de los convenios y del deudor hipotecario aquí
performance of every covenant and agreement of the mortgagor

contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por
contained herein or in any supplementary agreement, the mortgagor

la presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre
hereby constitutes a voluntary mortgage in favor of the mortgagee on

los bienes descritos en el párrafo UNDECIMO más adelante, así como sobre los
the property described in paragraph ELEVENTH hereof, together with all rights,

derechos, intereses servidumbres, derechos hereditarios, adhesiones pertenecientes
interests easements, hereditaments and appurtenances thereto belonging.

a los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e
the rents, issues and profits thereof and revenues and

ingreso de los mismos, toda mejora o propiedad personal en el presente o que en
income therefrom, all improvements and personal property now or

el futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos,
later attached thereto or reasonably necessary to the use thereof,

sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a
all water, water rights and shares in the same pertaining to

las fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario
the farms and all payments at any time owing to the mortgagor

por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación
by virtue of any sale, lease, transfer, conveyance or total or

total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre
partial condemnation of or injury to any part thereof or interest

ellas, siendo entendido que este gravámen quedará en toda su fuerza y vigor hasta
therein, it being understood that this lien will continue in full force and effect until

que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y
all amounts as specified in paragraph NINTH hereof, with interest before and

después del vencimiento hasta que los mismos hayan sido pagados en su totalidad.
after maturity until paid, have been paid in full.

En caso de ejecución, los bienes responderán del pago del principal, los intereses
In case of foreclosure, the property will be answerable for the payment of the principal, interest

antes y después de vencimiento, hasta su total solvento, pérdida sufrida por el acree
thereon before and after maturity until paid, losses sustained by the

dor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cual-
mortgagee as insurer of the note, taxes, insurance premiums, and

quier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor
other disbursements and advances by the mortgagee for the mortgagor's account

hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas,
with interest until repaid to the mortgagee, costs, expenses and

gastos y honorarios de abogado del acreedor hipotecario, toda extensión o reno-
attorney's fees of the mortgagee all extensions and renewals of any of

vación de dichas obligaciones con intereses sobre todas y todo otro cargo o suma
said obligations, with interest on all and all other charges and additional

adicional especificada en el párrafo NOVENO de este documento.
amounts as specified in paragraph NINTH hereof.

SEXTO: El deudor hipotecario expresamente conviene lo siguiente:
SIXTH: That the mortgagor specifically agrees as follows:

(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda
(One) To pay promptly when due any indebtedness

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aq arantizada e indemnizar y conservar libre de dida al acreedor hipotecario
to the mortgagee hereby secured and to indemnify and save harmless the mortgagee against any

bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario.
loss under its insurance of payment of the note by reason of any default by the mortgagor.

En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el
At all times when the note is held by an insured lender, the

deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor
mortgagor shall continue to make payments on the note to the mortgagee,

hipotecario como agente cobrador del tenedor del mismo.
as collection agent for the holder.

(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación
(Two) To pay to the Mortgagee any initial fees for inspection and appraisal

y cualquier cargo por delincuencia requerido en el presente o en el futuro por los
and any deliquency charges, now or hereafter required by

reglamentos de la Administración de Hogares de Agricultores.
regulations of the Farmer's Home Administration.

(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegu-
(Three) At all times when the note is held by an insured lender,

rado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos
any amount due and unpaid under the terms of the note, less

la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor
the amount of the annual charge, may be paid by the mortgagee to the holder

del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido
of the note to the extent provided in the insurance endorsement

en el párrafo CUARTO anterior por cuenta del deudor hipotecario.
referred to in paragraph FOURTH hereof for the account of the mortgagor.

Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído
Any amount due and unpaid under the terms of the note, whether it is held

por el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada
by the mortgagee or by an insured lender, may be credite

por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto
by the mortgagee on the note and thereupon shall constitute an advance

por el acreedor hipotecario por cuenta del deudor hipotecario.
by the mortgagee for the account of the mortgagor.

Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub-
Any advance by the mortgagee as described in this

párrafo devengará intereses a razón del **SIETE Y CUARTO**
subparagraph shall bear interest at the rate of

por ciento (%)
per cent (**7.25** %)

anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor
per annum from the date on which the amount of the advance was due to the date of payment

hipotecario lo satisfaga.
to the mortgagee.

(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario, cualquier
(Four) Whether or not the note is insured by the mortgagee, any

o todo adelanto hecho por el acreedor hipotecario para prima de seguro, repa-
and all amount advanced by the mortgagee for property insurance premiums, repairs,

raciones, gravámenes u otra reclamación en protección de los bienes hipoteca-
liens and other claims, for the protection of the mortgaged property,

dos o para contribuciones o impuestos u otro gasto similar por razón de haber
or for taxes or assessments or other similar charges by reason of the

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el deudor hipotecario dejado de pagar por los mismos, devengará intereses a razón
mortgagor's failure to pay the same, shall bear interest at the rate

del tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos
stated in the next preceding subparagraph from the date of the advance

hasta que los mismos sean satisfechos por el deudor hipotecario.
until repaid to the mortgagee.

(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipo-
(Five) All advances made by mortgagee as described in this mortgage,

teca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipo
with interest, shall be immediately due and payable by the mortgagor

tecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio
to mortgagee without demand at the

designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto
place designated in the note and shall be guaranteed hereby. No such advance

hecho por el acreedor hipotecario no relevará al deudor hipotecario de su obligación
by mortgagee shall relieve the mortgagor from breach of his covenant

del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los
to pay. Such advances, with interest shall be repaid from the

primeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo
first available collections received from mortgagor. Otherwise, any payments

pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier
payment made by mortgagor may be applied on the note or any

otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor
indebtedness to mortgagee secured hereby, in any order mortgagee

hipotecario determinare.
determines.

(Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente para
(Six) To use the loan evidenced by the note solely

los propósitos autorizados por el acreedor hipotecario.
for purposes authorized by mortgagee.

(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravá-
(Seven) To pay when due all taxes, special assessments, liens

menes y cargas que graven los bienes o los derechos o intereses del deudor hipo-
and charges encumbering the property or the right or interest of mortgagee

tecario bajo los términos de esta hipoteca.
under the terms of this mortgage.

(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requie-
(Eight) To procure and maintain insurance against fire and other hazards as required

ra el acreedor hipotecario sobre los edificios y las mejoras existentes en los bie-
by mortgagee on all existing buildings and improvements on the pro-

nes o cualquier otra mejora introducida en el futuro. El seguro contra fuego y
perty and on any buildings and improvements put there on in the future. The insurance against

otros riesgos serán en la forma y por las cantidades, términos y condiciones que
fire and other hazards will be in the form and amount and on terms and conditions

aprobare el acreedor hipotecario.
approved by mortgagee.

(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las
(Nine) To keep the property in good condition and promptly make all

reparaciones necesarias para la conservación de los bienes; no cometerá ni per-
necessary repairs for the conservation of the property; he will not commit nor

mitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá
permit to be committed any deterioration of the property; he will not remove nor demolish

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ningún edificio o mejora en los bienes, ni cortará ni removerá madera de la finca,
any building or improvement on the property; nor will he cut or remove wood from the farm

ni removerá ni permitirá que se remueva grava, arena, aceite, gas, carbón u otros
nor remove nor permit to be removed gravel, sand, oil, gas, coal, or other

minerales sin el consentimiento del acreedor hipotecario y prontamente llevará
minerals without the consent of mortgagee, and will promptly carry out

a efecto las reparaciones en los bienes que el acreedor hipotecario requiera de tiempo
the repairs on the property that the mortgagee may request from time

en tiempo. El deudor hipotecario cumplirá con aquellas prácticas de conservación
to time. Mortgagor shall comply with such farm conservation practices

de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en
and farm and home management plans as mortgagee from time to

tiempo pueda prescribir.
time may prescribe.

(Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se iden
(Ten) If this mortgage is given for a loan to a farm owner as identified

tifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor
in the regulations of the Farmers Home Administration, mortgagor

hipotecario personalmente operará los bienes por sí y por medio de su familia como
will personally operate the property with his own and his family labor as a farm and for no other

una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a
purpose and will not lease the farm or any part of it

menos que el acreedor hipotecario consienta por escrito en otro método de opera-
unless mortgagee agrees in writing to any other method of operation

ción o al arrendamiento.
or lease.

(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la
(Eleven) To submit in the form and manner mortgagee may require,

información de sus ingresos y gastos y cualquier otra información relacionada con
information as to his income and expenses and any other information in regard to the

la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos
operation of the property, and to comply with all laws, ordinances, and regulations

que afecten los bienes o su uso.
affecting the property or its use.

(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el
(Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times

derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía
to inspect and examine the property for the purpose of ascertaining whether or not

otorgada está siendo mermada o deteriorada y si dicho examen o inspección deter-
the security given is being lessened or impaired, and if such inspection or examination shall

minare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo mer-
disclose, in the judgment of mortgagee, that the security given is being lessened

mada o deteriorada, tal condición se considerará como una violación por parte del
or impaired, such condition shall be deemed a breach by the

deudor hipotecario de los convenios de esta hipoteca.
mortgagor of the covenants of this mortgage.

(Trece) Si cualquier otra persona detentare con o impugnare el derecho de posesión
(Thirteen) If any other person interferes with or contests the right of possession

del deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará
of the mortgagor to the property, the mortgagor will immediately notify

al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción,
mortgagee of such action, and mortgagee at its option

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podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus
may institute the necessary proceedings in defense of its

intereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos
interest, and any costs or expenditures incurred by mortgagee by said

procedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán
proceedings will be charged to the mortgage debt and considered

garantizados por esta hipoteca dentro del crédito adicional de la cláusula hipotecaria
by this mortgage within the additional credit of the mortgage clause

para adelantos, gastos y otros pagos.
for advances, expenditures and other payments.

(Catorce) Si el deudor hipotecario en cualquier tiempo mientras estuviere vigente
(Fourteen) If the mortgagor at any time while this mortgage remains in effect

esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acree-
should abandon the property or voluntarily deliver it to mortgagee,

dor hipotecario, el acreedor hipotecario es por la presente autorizado y con pode-
mortgagee is hereby authorized and empowered

res para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar
to take possession of the property, to rent and administer the same and collect

sus rentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los
the rents, benefits, and income from the same and apply them first to the

gastos de cobro y administración y en segundo término al pago de la deuda eviden-
costs of collection and administration and secondly to the payment of the debt evidenced

ciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada,
by the note or any indebtedness to mortgagee hereby guaranteed,

en el orden y manera que el acreedor hipotecario determinare.
in what ever order and manner mortgagee may determine.

(Quince) En cualquier tiempo que el acreedor hipotecario determinare que el deudor
(Fifteen) At any time that mortgagee determines that mortgagor

hipotecario puede obtener un préstamo de una asociación de crédito para produc-
may be able to obtain a loan from a credit association for production

ción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un
a Federal Bank or other responsible source, cooperative or private, at a

tipo de interés y términos razonables para préstamos por tiempo y propósitos
rate of interest and reasonable periods of time and purposes,

similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará
mortgagor, at mortgagee's request will apply for and accept

y aceptará dicho préstamo en cantidad suficiente para pagar por las acciones nece-
said loan in sufficient amount to pay the note and any other indebtedness secured hereby and to

sarias en la agencia cooperativa en relación con dicho préstamo.
purchase any necessary shares of stock in the cooperative agency in regard to said loan.

(Dieciseis) El incumplimiento de cualesquiera de las obligaciones garantizadas
(Sixteen) Should default occur in the performance or discharge of any obligation secured

por esta hipoteca, o si el deudor hipotecario o cualquier otra persona incluída como
by this mortgage, or should mortgagor, or any one of the persons herein called

deudor hipotecario faltare en el pago de cualquier cantidad o violare o no cumpliere
mortgagor, default in the payment of any amounts or violate or fail to comply

con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenido
with any clause, condition, stipulation, covenant, or agreement contained herein,

o en cualquier convenio suplementario, o falleciere o se declarare o fuere declarado
or in any supplementary agreement, or die or be declared an

incompetente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acree-
incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of

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dore › los bienes o parte de ellos o cualquier interés . . los mismos fueren cedidos,
creditors, or should the property or any part thereof or interest therein be assigned,

vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo,
sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise,

sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es
without the written consent of mortgagee, mortgagee is

irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a
irrevocably authorized and empowered, at its option, and without notice: (One) to

declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda
declare all amounts unpaid under the note, and any indebtedness

al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y
to the mortgagee secured hereby, immediately due and payable and

proceder a su ejecución de acuerdo con la ley y los términos de la misma; (Dos)
to foreclose this mortgage in accordance with law and the provisions hereof; (Two)

incurrir y pagar los gastos razonables para la reparación o mantenimiento de los
to incur and pay reasonable expenses for the repair and maintenance of the

bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se
property and any expenses and obligations that mortgagor did not pay as

conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de
agreed in this mortgage, including taxes, assessments, insurance premium,

seguro y cualquier otro pago o gasto para la protección y conservación de los bienes
and any other expenses or costs for the protection and preservation of the property

y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres)
and this mortgage, or for compliance with any of the provisions of this mortgage; and (Three)

de solicitar la protección de la ley.
request the protection of the law.

(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario
(Seventeen) Mortgagor will pay, or reimburse mortgagee

todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos
for all necessary expenses for the fulfillment of the covenants and agreements

de esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, in-
of this mortgage and of the note and of any supplementary agreement, including

cluyendo los gastos de mensura, evidencia de título, costas, inscripción y hono-
the costs of survey, evidence of title, court costs, recordation fee and

rarios de abogado.
attorney's fees.

(Dieciocho) Sin afectar en forma alguna los derechos del acreedor a requerir y
(Eighteen) Without in any manner affecting the right of the mortgagee to require and

hacer cumplir en una fecha subsiguiente a los mismos los convenios, acuerdos u
enforce performance at a subsequent date of the same, similar or other covenant, agreement

obligaciones aquí contenidos o similares u otros convenios, y sin afectar la respon-
obligation herein set forth, and without affecting the liability

sabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí
of any person for payment of the note or any indebtedness

garantizada y sin afectar el gravámen impuesto sobre los bienes o la prioridad del
secured hereby, and without affecting the lien created upon said property or the priority of

gravámen, el acreedor hipotecario es por la presente autorizado y con poder en
said lien, the mortgagee is hereby authorized and empowered at

cualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obli-
any time (one) waive the performance of any covenant or obligation

gación aquí contenida o en el pagaré o en cualquier convenio suplementario (Dos)
contained herein or in the note or any supplementary agreement; (two)

negociar el deudor hipotecario o conceder al deudor hipotecario cualquier
deal in any way with mortgagor or grant to mortgagor any

indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el
indulgence or forbearance or extension of the time for payment of the note (with the

consentimiento del tenedor de dicho pagaré cuando esté en manos de un presta-
consent of the holder of the note when it is held by

mista asegurado) o para el pago de cualquier deuda a favor del acreedor hipoteca-
an insured lender) or for payment of any indebtedness to mortgagee

rio, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cual-
hereby secured; or (three) execute and deliver partial releases of any

quier parte de los bienes de la hipoteca aquí constituída u otorgar diferimiento o
part of said property from the lien hereby created or grant deferment or

postergación de esta hipoteca a favor de cualquier otro gravámen constituído sobre
postponement of this mortgage to any other lien over

dichos bienes.
said property.

(Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca,
(Nineteen) All right, title and interest in or to this mortgage,

incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones
including but not limited to the power to grant consents, partial releases,

parciales, subordinación, cancelación total, radica sola y exclusivamente en el
subordinations, and satisfaction, shall be vested solely and exclusively in

acreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o in-
mortgagee, and no insured lender shall have any right, title or interest

terés alguno en o sobre el gravámen y los beneficios aquí contenidos.
in or to the lien or any benefits herein contained.

(Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cuales-
(Twenty) Default hereunder shall constitute default under any

quiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poseída
other real estate or crop or chattel mortgage held

o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipo-
or insured by mortgagee and executed or assumed by mortgagor,

tecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía
and default under any such other security instrument shall

constituirá incumplimiento de esta hipoteca.
constitute default hereunder.

(Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca será
(Twenty-One) All notices to be given under this mortgage shall

remitido por correo certificado a menos que se disponga lo contrario por ley, y
be sent by certified mail unless otherwise required by law,

será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto,
and shall be addressed until some other address is designated in a notice so given,

en el caso del acreedor hipotecario a Administración de Hogares de Agricultores,
in the case of mortgagee to Farmers Home Administration,

Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el
United States Department of Agriculture, San Juan, Puerto Rico, and in the

caso del deudor hipotecario, a él a la dirección postal de su residencia según se
case of mortgagor to him at the post office address of his residence as stated

especifica más adelante.
hereinafter.

(Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario
(Twenty-Two) Mortgagor by these presents grants to mortgagee

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el importe de cualquier sentencia obtenido por expropiación forzosa para uso
the amount of any judgment obtained by reason of condemnation proceedings for public

público de los bienes o parte de ellos así como también el importe de la sentencia
use of the property or any part thereof as well as the amount of any judgment

por daños causados a los bienes. El acreedor hipotecario aplicará el importe así
for damages caused to the property. The mortgagee will apply the amount so

recibido al pago de los gastos en que incurriere en su cobro y el balance al pago del
received to the payment of costs incurred in its collection and the balance to the payment

pagaré y cualquier cantidad adeudada al acreedor hipotecario garantizada por esta
of the note and any indebtedness to the mortgagee secured by this

hipoteca, y si hubiere algún sobrante, se reembolsará al deudor hipotecario.
mortgage, and if any amount then remains, will pay such amount to mortgagor.

SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso
SEVENTH: That for the purpose of the first sale to be held in case

de ejecución de esta hipoteca, de conformidad con la ley hipotecaria, según enmen-
of foreclosure of this mortgage, in conformity with the mortgage law, as amended,

dada, el deudor hipotecario por la presenta tasa los bienes hipotecados en la suma
mortgagor does hereby appraise the mortgaged property in the amount

de
of **DOSCIENTOS SESENTA MIL QUINIENTOS CUARENTA Y CINCO DOLARES ($260,545.00)**----------

OCTAVO: El deudor hipotecario por la presente renuncia al trámite de requeri-
EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be

miento y se considerará en mora sin necesidad de notificación alguna por parte
considered in default without the necessity of any notification of default or demand for pay-

del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Ad-
ment on the part of mortgagee. This mortgage is subject to the rules and regulations of the

ministración de Hogares de Agricultores ahora en vigor y a futuros reglamentos,
Farmers Home Administration now in effect, and to its future regulations

no inconsistentes con los términos de esta hipoteca, así como también sujeta a
not inconsistent with the provisions of this mortgage, as well as to the

las leyes del Congreso de Estados Unidos de America que autorizan la asignación
laws of the Congress of the United States of America authorizing the making and

y aseguramiento del préstamo antes mencionado.
insuring of the loan hereinbefore mentioned.

NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes:
NINTH: The amounts guaranteed by this mortgage are as follows:

Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de
One. At all times when the note mentioned in paragraph THIRD of

esta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor
this mortgage is held by mortgagee, or in the event mortgagee

hipotecario cediere esta hipoteca sin asegurar el pagaré
should assign this mortgage without insurance of the note,

---DIECINUEVE MIL OCHOCIENTOS---------- DOLARES ($ **19,800.00**)
DOLLARS ($

el principal de dicho pagaré, con sus intereses según estipulados a razón del
the principal amount of said note, together with interest as stipulated therein at the rate of

---SIETE Y CUARTO---------- por ciento (**7.25%** %) anual;
per cent (%) per annum;

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FINCA

Dos. En todo tiempo cuando el pagaré es poseído por un prestamista asegurado:
Two. At all times when said note is held by an insured lender:

(A)
(A) ---DIECINUEVE MIL OCHOCIENTOS----------

---------- DOLARES ($ 19,800.00
DOLLARS ($

para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado
for indemnifying the mortgagee for advances to the insured lender----

por motivo del incumplimiento del deudor hipotecario de pagar los plazos según
by reason of mortgagor's failure to pay the installments as----

se especifica en el pagaré, con intereses según se especifica en el párrafo SEXTO,
specified in the note, with interest as stated in paragraph SIXTH,

Tercero;----
Three;----

(B)
(B) ---VEINTINUEVE MIL SETECIENTOS DOLARES----------

---------- DOLARES ($ 29,700.00)
DOLLARS ($

para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda
for indemnifying the mortgagee further against any loss it might----

sufrir bajo su seguro de pago del pagaré.----
sustain under its insurance of payment of the note;----

Tres. En cualquier caso y en todo tiempo;----
Three. In any event and at all times whatsoever:----

(A)
(A) ---SIETE MIL NOVECIENTOS VEINTE----------
DOLARES----------
($) para intereses después de mora:----
($ 7,920.00--) for default interest;----

(B)
(B) ---TRES MIL NOVECIENTOS SESENTA DOLARES----------

( ) para contribuciones, seguro y otros adelantos para la con-
($3,960.00-----) for taxes, insurance and other advances for the preservation----

servación y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo
and protection of this mortgage, with interest at the rate stated in paragraph----

SEXTO, Tercero;----
SIXTH, Three;----

(C)
(C) ---MIL NOVECIENTOS OCHENTA DOLARES----------

($) para costas, gastos y honorarios de abogado en caso
($ 1,980.00----) for costs, expenses and attorney's fees in case----

de ejecución;----
of foreclosure:----

(D)
(D) ---MIL NOVECIENTOS OCHENTA DOLARES----------

($) para costas y gastos que incurriere el acreedor hipoteca-
($ 1,980.00-----) for costs and expenditures incurred by the mortgagee in----

rio en procedimientos para defender sus intereses contra cualquier persona que inter-
proceedings to defend its interests against any other person interfering with----

venga o impugne el derecho de posesión del deudor hipotecario a los bienes según
or contesting the right of possession of mortgagor to the property as----

se consigna en el párrafo SEXTO, Trece.----
provided in paragraph (SIXTH, Thirteen.----

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DECIMO: Que el (los) pagaré(s) a que se hace referencia en el párrafo TERCERO
TENTH: That the note(s) referred to in paragraph THIRD

de esta hipoteca es (son) descrito(s) como sigue:
of this mortgage is(are) described as follows:

"Pagaré otorgado en el caso número
"Promissory note executed in case number **sesenta y tres-treinta y cuatro quinientos ochenta y uno ochocientos veinticuatro setecientos uno (63-34-581824701)-------** fechado el día
dated the **nueve---(9)---------** de
day of **SEPTIEMBRE-------** de mil novecientos
nineteen hundred and

ochenta y cinco (1985)- por la suma de
in the amount of **DIECINUEVE MIL OCHOCIENTOS DOLARES ($19,800.00)---------** dólares de principal más
of principal plus

intereses sobre el balance del principal adeudado a razón del
interest over the unpaid balance at the rate of **SIETE Y CUARTO ---------- (7.25%---)** por ciento anual,
percent per annum,

hasta tanto su principal sea totalmente satisfecho según los términos, plazos, condi-
until the principal is totally paid according to the terms, installments,

ciones y estipulaciones contenida en dicho pagaré y según acordados y convenidos
conditions and stipulation contained in the promissory note and as agreed

entre el Prestatario y el Gobierno; excepto el pago final del total de la deuda aquí
between the borrower and the Government, except that the final installment of the

representada, de no haber sido satisfecho con anterioridad, vencerá y sera pagadero
entire debt herein evidenced, if not sooner paid, will be due

a los
and payable **-----CUATRO (4)----------**

años de la fecha de este pagaré.
years from the date of this promissory note.

Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido por el
Said promissory note is given as evidence of a loan made by the

Gobierno al Prestatario de conformidad con la Ley del Congreso de los Estados
Government to the borrower pursuant to the law of the Congress of the United

Unidos de América denominada "Consolidated Farm and Rural Development Act
States of America known as "Consolidated Farm and Rural Development Act

of 1961" o de conformidad con el "Title V of the Housing Act of 1949", según
of 1961" or pursuant to "Title V of the Housing Act of 1949, as

han sido enmendadas y está sujeto a los presentes reglamentos de la Administración
amended, and is subject to the present regulations of the Farmers

de Hogares de Agricultores y a los futuros reglamentos no inconsistentes con dicha
Home Administration and to its future regulations not inconsistent with the

Ley. De cuya descripción, yo, el Notario Autorizante, DOY FE.
express provision thereof. Of which description I, the authorizing Notary, GIVE FAITH.

UNDECIMO: Que la propiedad objeto de la presente escritura y sobre la que se
ELEVENTH: That the property object of this deed and over which

constituye Hipoteca Voluntaria, se describe como sigue:
voluntary mortgage is constituted, is described as follows:

RAMON RAFAEL LUGO
ABOGADO
NOTARIO
POR VOLUNTAD DE DIOS

Registro
Rico

Forma FmHA 427-1PR
(10-82)

---"RUSTICA:- Compuesta de OCHENTA Y NUEVE CUERDAS CON---
MIL CUATROCIENTAS OCHO DIEZ MILESIMAS DE OTRA (89.1408---
cdas.) sita en el Barrio MARAVILLA del término municipal
de LAS MARIAS, Puerto Rico, en lindes por el:----------
---NORTE:- con Francisco Mártir hoy, antes Antonio Rodrí-
guez separado por una quebrada, Juan Mártir, Santiago---
Rodríguez, la PRRA, Bernardo Méndez, hoy antes Gabino Ca-
rrero, separado por un caño y Fernando Guilloty antes----
Pedro Gonzáles; por el----------
---SUR:- con José Ríos, la PRRA, José Carlos Lugo; por el
---ESTE:- hoy Bernardo Méndez antes Angel Colón y Au---
gusto Cruz separados por una quebrada y por el----------
---OESTE:- hoy Comunidad Rural Lavergne, separado por una
quebrada antes terrenos de Lucas Lavergne separado por---
una quebrada. Está atravesada de Norte a Sur por la Ca--
rretera de San Sebastián a Lares,"----------

---Inscrita al folio sesenta y uno (61) del tomo ciento-
veintisiete (digo,)ciento veintisiete (127) de Las----
Marías, finca número quinientos once (511).----------

Adquirió el prestatario la descrita finca por
Borrower acquired the described property by
compra a Juana Rullán Fron-
tera y Augusto Pérez y Margarita Elías,----------
---

según consta de la Escritura Número
pursuant to Deed Number
Cuatro (4) y Setenta y Nueve--
(79),----------
de fecha
dated
ocho de enero de mil novecientos cincuenta y uno
y veintiuno de mayo de mil novecientos cincuenta y dos,--

otorgada en la ciudad de
executed in the city of
Mayaguez y San Juan, Puerto Rico,-----

ante el Notario
before Notary
Oscar Suffront y Buenaventura Esteves,-------

Dicha propiedad se encuentra
Said property is
afecta a hipotecas por las siguientes
cantidades:- $56,900.00;- $10,000.00;- $7,000.00;- a favor
de Estados Unidos de América;- $34,845.00 y $60,000.00--
a favor de la Corporación de Crédito Agrícola y $72,000.
-00 a favor de Estados Unidos de América.----------
y a la que aquí se constituye.----------

DUODECIMO: Que comparecen en la presente escritura como Deudores Hipote-
TWELFTH: The parties appearing in the present deed as Mortgagors ----

carios
are
:- DON LUIS SANTALIZ CAPESTANY y DORA ESTHER RIVERA
mayores de edad, casados entre sí, propietarios y vecinos
de Las Marías, Puerto Rico,----------

cuya dirección postal es:
whose postal address is:
Apartado ciento setenta y cinco (175)-
Las Marías, Puerto Rico, zona postal 00670.----------

DECIMO TERCERO: El importe del préstamo aquí consignado se usó ó será usado
THIRTEENTH: The proceeds of the loan herein guaranteed was used or will be used ----

Forma FmHA 427-1(S) PR
(Rev. 10-82)

para fines agrícolas y la construcción y/o reparación y/o mejoras de las instalaciones
for agricultural purposes and the construction and/or repair or improvement of the physical

físicas en la finca(s) descrita(s).
installations on the described farm(s).

DECIMO CUARTO: El prestatario ocupará personalmente y usará cualquier estruc-
FOURTEENTH: The borrower will personally occupy and use any structure

tura que haya sido construída, mejorada o comprada con el importe del préstamo
constructed, improved or purchased with the proceeds of the loan

aquí garantizado y no arrendará o usará para otros fines dicha estructura a menos
herein guaranteed and shall not lease or use for other purposes said structure unless

que el Gobierno lo consienta por escrito. La violación de esta clausula como la
the Government so consents in writing. Violation of this clause as well as

violación de cualquiera otro convenio o cláusula aquí contenida ocasionará el
violation of any other agreement or clause herein contained will cause

vencimiento de la obligación como si todo el término hubiese transcurrido y en
the debt to become due as if the whole term had elapsed and the

aptitud el Gobierno de declarar vencido o pagadero el préstamo y proceder a la
Government at its option may declare due and payable the loan and proceed to

ejecución de la hipoteca.
the foreclosure of the mortgage.

DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda construcción
FIFTEENTH: This mortgage expressly extends to all construction

o edificación existente en la(s) finca(s) antes descrita(s) y a toda mejora, construc-
or building existing on the farm(s) hereinbefore described and all improvement,

ción o edificación que se construya en dicha finca(s) durante le vigencia del prés-
construction or building constructed on said farm(s) while the

tamo hipotecario constituido a favor del Gobierno, verificada por los actuales
mortgage loan constituted in favor of the Government is in effect, made by the present

dueños deudores o por sus cesionarios o causahabientes.
owners or by their assignees or successors.

DECIMO SEXTO: El deudor hipotecario por la presente renuncia mancomunada
SIXTEENTH: The mortgagor by these presents hereby waives jointly and

y solidariamente por sí y a nombre de sus herederos causahabientes, sucesores o
severally for himself and on behalf of his heirs, assignees, successors or

representantes a favor del acreedor (ADministración de Hogares de Agricultores),
representatives, in favor of mortgagee (Farmers Home Administration)

cualquier derecho de Hogar Securo (Homestead) que en el present o en el futuro
any Homestead right (Homestead) that presently or in the future

pudiera tener en la propiedad descrita en el párrafo undécimo y en los edificios
he may have in the property described in paragraph eleventh and in the buildings

allí enclavados o que en el futuro fueran construídos; renuncia esta permitida
thereon or which in the future may be constructed; this waiver being permitted

a favor de la Administración de Hogares de Agricultores por la Ley Número trece
in favor of the Farmers Home Administration by Law Number Thirteen

(13) del veintiocho (28) de mayo de mil novecientos sesenta y nueve (1969) (31
(13) of the twenty-eights of May, nineteen hundred sixty-nine (1969) (31

L.P.R.A. 1851)
L.P.R.A. 1851).

DECIMO SEPTIMO: El acreedor y el deudor hipotecario convienen en que cual-
SEVENTEENTH: Mortgagee and mortgagor agree that any

quier estufa, horno, calentador comprado o financiado total o parcialmente con
stove, oven, water heater, purchased or financed completely or partially with

RAMON F... ARI... POR VOLUNTAD DE DIOS
Registro de la Propiedad SECCION DE MAYAGUEZ Puerto Rico

fondos del préstamo aquí garantizado, se considerará e interpretará como parte
funds of the loan herein guaranteed, will be considered and understood to form part

de la propiedad gravada por esta Hipoteca.
of the property encumbered by this Mortgage.

DECIMO OCTAVO: El deudor hipotecario se compromete y se obliga a mudarse
EIGHTEENTH: The mortgagor agrees and obligates himself to move

y a ocupar la propiedad objeto de esta escritura dentro de los próximos sesenta
and occupy the property object of this deed within the following sixty

días a partir de la fecha de la inspección final; y en caso de circunstancias impre-
days from the date of final inspection, and in the event of unforeseen circumstances

vistas fuera del control del deudor hipotecario que le impidiera mudarse, éste lo
beyond his control which would impede him to do so, he will

notificará por escrito al Supervisor Local.
notify it in writing to the County Supervisor.

DECIMO NOVENO: Toda mejora, construcción o edificación que se construya
NINETEENTH: All improvement, construction or building constructed

en dicha finca durante la vigencia antes mencionada deberá ser construída previa-
on said farm(s) during the term hereinbefore referred to, must be made with the previous

autorización por escrito del acreedor hipotecario conforme a los reglamentos pre-
consent in writing of mortgagee in accordance with present regulations

sentes y aquellos futuros que se promulgaren de acuerdo a las leyes federales y
or future ones that may be promulgated pursuant to the federal and

locales no inconsistentes o incompatibles con las leyes actuales que gobiernan
local laws not inconsistent or incompatible with the present laws which govern

estos tipos de préstamos.
these types of loans.

VIGESIMO: Este instrumento garantiza asímismo el rescate o recuperación de
TWENTIETH: This instrument also secures the recapture of

cualquier crédito por intereses o subsidio que pueda otorgarse a los prestatarios
any interest credit or subsidy which may be granted to the borrower(s) by the

por el Gobierno de acuerdo con las disposiciones del Título Cuarentidos del Código
Government pursuant to Forty-Two

de Estados Unidos Sección Mil Cuatrocientos Noventa - a (42 U.S.C. 1490a)
U.S.C. Fourteen Ninety-a (42 U.S.C. 1490a)

RAMON RAFAEL LUGO
ABOGADO
NOTARIO
POR VOLUNTAD DE DIOS

---Por tratarse de un préstamo de recursos limitados--según indicado en el pagaré, el Gobierno puede cambiar el por ciento de interés de acuerdo a y con los reglamentos de la Administración de Hogares de Agricultores.

Forma FmHA 427-1(S) PR
(Rev. 10-82)

ACEPTACION
ACCEPTANCE

El (los) comparecientes ACEPTAN esta escritura en la forma redactada una vez
The appearing party (parties) ACCEPT(S) this deed in the manner drawn once

yo, el Notario autorizante, le (les) hice las advertencias legales pertinentes.
I, the authorizing Notary, have made to him (them) the pertinent legal warnings.

Así lo dicen y otorgan ante mí, el Notario autorizante, el (los) compareciente(s)
So they say and execute before me, the authorizing Notary, the appearing party (parties)

sin requerir la presencia de testigos después de renunciar su derecho a ello del que
without demanding the presence of witnesses after waiving his (their) right to do so of which

le(s) advertí.
I advised him (them).

Después de ser leída esta escritura por el (los) compareciente(s), se ratifica(n)
After this deed was read by the appearing party(parties) he (they) ratify its

en su contenido, pone(n) sus iniciales en cada uno de los fólios de esta escritura
contents, place(s) his (their) initials on each of the folios of this deed

incluyendo el último y la firma(n) todos ante mí, el Notario autorizante, que DOY
including the last one, and all sign before me, the authorizing Notary who GIVES

FE de todo el contenido de esta escritura.
FAITH to everything contained in this deed.

RAMON RAFAEL LUGO
ABOGADO
NOTARIO
POR VOLUNTAD DE DIOS

---FIRMADOS:- LUIS SANTALIZ CAPESTANY, ESTHER RIVERA.---
---FIRMADO, SIGNADO, SELLADO Y RUBRICADO, RAMON RAFAEL-
LUGO BEAUCHAMP.----------

CERTIFICO:—Que lo que precede es copia fiel y exacta de su original que bajo el número .....148..... obra en mi protocolo de instrumentos públicos para el corriente año. He y adherido y debidamente cancelado en el original los correspondientes sellos de Rentas Internas e Impuesto Notarial. .....

EN TESTIMONIO DE LO CUAL, y para entregar a .....Farmers Home Administration....., expido la presente copia certificada, que FIRMO, SIGNO, SELLO Y RUBRICO, en .....Lares..... Puerto Rico, el mismo día de su otorgamiento quedando anotada en nota.

DOY FE. .....

RAMON RAFAEL LUGO BEAUCHAMP
Notario Público

COLEGIO DE ABOGADOS DE PUERTO RICO
IMPUESTO NOTARIAL
SECCION DE
Puerto Rico

RAMON RAFAEL LUGO
ABOGADO
NOTARIO
POR VOLUNTAD DE DIOS

Inscrita la hipoteca que refiere este documento al folio sirviente del Tomo 127 de Las Marias, finca 511, Inscripción 395 Dominio y afecta a una hipoteca a favor de Estados Unidos de América por $56,900, gravada con otra hipoteca a favor de Estados Unidos de América por $10,000.00 otra hipoteca a favor de Estados Unidos de América por $7,000.00 gravada también con seis hipotecas a favor de la Corporación de Crédito Agrícola por $34,845.00, otra hipoteca a favor del Portador de un Pagaré por digo la Corporación de Crédito Agrícola por $60,000.00 de principal y otra hipoteca a favor de Estados Unidos de América por $72,000.00 y gravada además con la hipoteca que por este documento se constituye.

Mayagüez a 26 de septiembre de 1985.

Derechos de Oficina.

Registro de la Propiedad
SECCION DE
PR

Registrador

[redacted]

1/13/86

Information to identify the case:

Debtor 1	**ESTHER RIVERA DETRES**	Social Security number or ITIN	**xxx−xx−1940**
	First Name Middle Name Last Name	EIN	_ _−_ _ _ _ _ _ _
Debtor 2 (Spouse, if filing)	First Name Middle Name Last Name	Social Security number or ITIN	_ _ _ _
		EIN	_ _−_ _ _ _ _ _ _
United States Bankruptcy Court	**District of Puerto Rico**		
Case number:	**19−00613 −EAG 7**		

Order of Discharge

12/15

IT IS ORDERED: A discharge under 11 U.S.C. § 727 is granted to:

ESTHER RIVERA DETRES

By the court:

May 13, 2019

Edward A. Godoy
United States Bankruptcy Judge

Explanation of Bankruptcy Discharge in a Chapter 7 Case

This order does not close or dismiss the case, and it does not determine how much money, if any, the trustee will pay creditors.

Creditors cannot collect discharged debts

This order means that no one may make any attempt to collect a discharged debt from the debtors personally. For example, creditors cannot sue, garnish wages, assert a deficiency, or otherwise try to collect from the debtors personally on discharged debts. Creditors cannot contact the debtors by mail, phone, or otherwise in any attempt to collect the debt personally. Creditors who violate this order can be required to pay debtors damages and attorney's fees.

However, a creditor with a lien may enforce a claim against the debtors' property subject to that lien unless the lien was avoided or eliminated. For example, a creditor may have the right to foreclose a home mortgage or repossess an automobile.

This order does not prevent debtors from paying any debt voluntarily or from paying reaffirmed debts according to the reaffirmation agreement. 11 U.S.C. § 524(c), (f).

Most debts are discharged

Most debts are covered by the discharge, but not all. Generally, a discharge removes the debtors' personal liability for debts owed before the debtors' bankruptcy case was filed.

Also, if this case began under a different chapter of the Bankruptcy Code and was later converted to chapter 7, debts owed before the conversion are discharged.

In a case involving community property: Special rules protect certain community property owned by the debtor's spouse, even if that spouse did not file a bankruptcy case.

For more information, see page 2 >

Some debts are not discharged

Examples of debts that are not discharged are:

- debts that are domestic support obligations;
- debts for most student loans;
- debts for most taxes;
- debts that the bankruptcy court has decided or will decide are not discharged in this bankruptcy case;
- debts for most fines, penalties, forfeitures, or criminal restitution obligations;
- some debts which the debtors did not properly list;
- debts for certain types of loans owed to pension, profit sharing, stock bonus, or retirement plans; and
- debts for death or personal injury caused by operating a vehicle while intoxicated.

Also, debts covered by a valid reaffirmation agreement are not discharged.

In addition, this discharge does not stop creditors from collecting from anyone else who is also liable on the debt, such as an insurance company or a person who cosigned or guaranteed a loan.

This information is only a general summary of the bankruptcy discharge; some exceptions exist. Because the law is complicated, you should consult an attorney to determine the exact effect of the discharge in this case.

Exhibit 23

UNITED STATES DEPARTMENT OF AGRICULTURE
FARM SERVICE AGENCY
654 Muñoz Rivera Ave., Suite 829,
San Juan, PR 00918
787-294-1613

Borrower: **Santaliz Capestani, Luis** Agency Claim No.: **63-018-4701**

Certification of Indebtedness

I, Liha Sánchez, of legal age, married, a resident of Mayaguez, Puerto Rico, in my official capacity as Farm Loan Program Support Specialist of the Farm Service Agency (FSA), United States Department of Agriculture (USDA), state that:

- The borrower's indebtedness is as of 03/28/2019 shown in the following Statement of Account, according to information obtained from all available records at the USDA - Farm Service Agency:

Statement of Account

Loan Number	**44-06**
Type of Loan	**Operational (OL)**
Date of Loan	**09/09/1985**
Original Loan Amount	**$19,800.00**
Interest Rate	**7.25%**
Daily Interest Accrual	**$1.5267**
Principal Balance	**$7,686.15**
Unpaid Interest	**$17,184.55**
Miscellaneous Charges:	**$0.00**
Total Balance	**$24,870.70**
Amount Delinquent	**$24,870.70**
Years Delinquent	**FULLY MATURE**

Loan Number	**43-07**
Type of Loan	**Emergency (EM)**
Date of Loan	**06/19/1985**
Original Loan Amount	**$7,980.21**
Interest Rate	**5.00%**
Daily Interest Accrual	**$1.0110**
Principal Balance	**$7,380.23**
Unpaid Interest	**$11,379.72**
Miscellaneous Charges:	**$0.00**
Total Balance	**$18,759.95**
Amount Delinquent	**$18,759.95**
Years Delinquent	**FULLY MATURE**

Loan Number	**44-08**
Type of Loan	**Operational (OL)**
Date of Loan	**06/19/1985**
Original Loan Amount	**$5,162.82**
Interest Rate	**7.25%**
Daily Interest Accrual	**$0.9726**
Principal Balance	**$4,896.52**
Unpaid Interest	**$10,947.56**
Miscellaneous Charges:	**$0.00**
Total Balance	**$15,844.08**
Amount Delinquent	**$15,844.08**
Years Delinquent	**FULLY MATURE**

Loan Number	**41-09**
Type of Loan	**Farm Ownership (FO)**
Date of Loan	**06/19/1985**
Original Loan Amount	**$82,638.29**
Interest Rate	**5.25%**
Daily Interest Accrual	**$12.6408**
Principal Balance	**$87,883.79**
Unpaid Interest	**$148,498.84**
Miscellaneous Charges:	**$0.00**
Total Balance	**$236,382.63**
Amount Delinquent	**$236,382.63**
Years Delinquent	**FULLY MATURE**

Loan Number	**41-10**
Type of Loan	**Farm Ownership (FO)**
Date of Loan	**06/19/1985**
Original Loan Amount	**$85,020.17**
Interest Rate	**5.25%**
Daily Interest Accrual	**$12.2289**
Principal Balance	**$85,020.17**
Unpaid Interest	**$138,280.92**
Miscellaneous Charges:	**$0.00**
Total Balance	**$223,301.09**
Amount Delinquent	**$169,448.00**
Last Voluntary Payment Date	**NA**

- The information in the above Statement of Account in affiant's opinion is a true and correct statement of the aforementioned account and to this date remains due and unpaid.
- The defendant is neither a minor, nor incompetent, nor in the military service of the United States of America.
- The above information is true and correct to the best of my knowledge and belief, and is made under penalty of perjury as allowed by 28 U.S.C. 1746.

Liha Sánchez
FLP Support Specialist
03/28/2019

Total debt $519,158.45 as of 03/28/2019

Exhibit 24

Department of Defense Manpower Data Center

Results as of : Apr-01-2019 06:39:45 AM

SCRA 4.10

Status Report
Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-1940
Birth Date:
Last Name: RIVERA DESTRES
First Name: ESTHER
Middle Name:
Status As Of: Apr-01-2019
Certificate ID: BJ51N8VSX7R10FN

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento

Michael V. Sorrento, Director
Department of Defense - Manpower Data Center
400 Gigling Rd.
Seaside, CA 93955

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. ? 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q33) via this URL: https://scra.dmdc.osd.mil/faq.xhtml#Q33. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. ? 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC ? 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC ? 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC ? 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

Department of Defense Manpower Data Center

Results as of : Apr-01-2019 06:41:10 AM

SCRA 4.10

Status Report
Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-1940
Birth Date:
Last Name: RIVERA
First Name: ESTHER
Middle Name:
Status As Of: Apr-01-2019
Certificate ID: KG85Q5S424CTXQ6

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento

Michael V. Sorrento, Director
Department of Defense - Manpower Data Center
400 Gigling Rd.
Seaside, CA 93955

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. ? 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q33) via this URL: https://scra.dmdc.osd.mil/faq.xhtml#Q33. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. ? 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC ? 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC ? 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC ? 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

UNITED STATES OF AMERICA, acting through the United States Department of Agriculture *Plaintiff(s)*	)	
v.	)	Civil Action No.
The Estate of LUIS SANTALIZ CAPESTANY , ET ALS. *Defendant(s)*	)	Foreclosure of Mortgage

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

JAN LUIS SANTALIZ GONZALEZ

C. Rodríguez de Arellano152 Dulces Labios,Mayagüez PR;SR 119,Km 3 Int. Bo Maravilla Las María

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — or 90 days in a Social Security Action — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Juan C. Fortuño Fas

PO Box 9300 San Juan, PR 00908

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

FRANCES RIOS DE MORAN, ESQ.
CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

☐ I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify):* _____ .

My fees are $ _____ for travel and $ _____ for services, for a total of $ _____ .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

_____

UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

UNITED STATES OF AMERICA, acting through the United States Department of Agriculture *Plaintiff(s)*	)	
v.	)	Civil Action No.
The Estate of LUIS SANTALIZ CAPESTANY , ET ALS. *Defendant(s)*	)	Foreclosure of Mortgage

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

LUIS ANTONIO SANTALIZ BRITO

C. Rodríguez de Arellano152 Dulces Labios,Mayagüez PR;SR 119,Km 3 Int. Bo Maravilla Las María

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — or 90 days in a Social Security Action — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Juan C. Fortuño Fas

PO Box 9300 San Juan, PR 00908

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

FRANCES RIOS DE MORAN, ESQ.
CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

☐ I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify):* _____ .

My fees are $ _____ for travel and $ _____ for services, for a total of $ _____ .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

_____

UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

UNITED STATES OF AMERICA, acting through the United States Department of Agriculture *Plaintiff(s)*	)	
v.	)	Civil Action No.
The Estate of LUIS SANTALIZ CAPESTANY , ET ALS. *Defendant(s)*	)	Foreclosure of Mortgage

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

LUISSETTE ESTHER SANTALIZ MARTIR

C. Rodríguez de Arellano152 Dulces Labios,Mayagüez PR;SR 119,Km 3 Int. Bo Maravilla Las María

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — or 90 days in a Social Security Action — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Juan C. Fortuño Fas

PO Box 9300 San Juan, PR 00908

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

FRANCES RIOS DE MORAN, ESQ.
CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

☐ I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify):* _____ .

My fees are $ _____ for travel and $ _____ for services, for a total of $ _____ .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

_____

UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

UNITED STATES OF AMERICA, acting through the United States Department of Agriculture *Plaintiff(s)*	)	
v.	)	Civil Action No.
The Estate of LUIS SANTALIZ CAPESTANY , ET ALS. *Defendant(s)*	)	Foreclosure of Mortgage

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

YANAIRA SANTALIZ MARTIR

C. Rodríguez de Arellano152 Dulces Labios,Mayagüez PR;SR 119,Km 3 Int. Bo Maravilla Las María

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — or 90 days in a Social Security Action — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Juan C. Fortuño Fas

PO Box 9300 San Juan, PR 00908

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

FRANCES RIOS DE MORAN, ESQ.
CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

☐ I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify):* _____ .

My fees are $ _____ for travel and $ _____ for services, for a total of $ _____ .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

_____

UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

UNITED STATES OF AMERICA, acting through the United States Department of Agriculture *Plaintiff(s)*	)	
v.	)	Civil Action No.
The Estate of LUIS SANTALIZ CAPESTANY , ET ALS. *Defendant(s)*	)	Foreclosure of Mortgage

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

ESTHER RIVERA DETRES,

C. Rodríguez de Arellano152 Dulces Labios,Mayagüez PR;SR 119,Km 3 Int. Bo Maravilla Las María

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — or 90 days in a Social Security Action — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Juan C. Fortuño Fas

PO Box 9300 San Juan, PR 00908

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

FRANCES RIOS DE MORAN, ESQ.
CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

☐ I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify):* _____ .

My fees are $ _____ for travel and $ _____ for services, for a total of $ _____ .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

_____

UNITED STATES DISTRICT COURT

DISTRICT OF PUERTO RICO

CATEGORY SHEET

You must accompany your complaint with this Category Sheet, and the Civil Cover Sheet (JS-44).

Attorney Name (Last, First, MI): Fortuño, Juan Carlos

USDC-PR Bar Number: 211913

Email Address: jcfortuno@fortuno-law.com

1. Title (caption) of the Case (provide only the names of the first party on each side):

   Plaintiff: UNITED STATES OF AMERICA, acting through the USDA

   Defendant: The Estate of LUIS SANTALIZ CAPESTANY, ET ALS.

2. Indicate the category to which this case belongs:

   - [x] Ordinary Civil Case
   - [ ] Social Security
   - [ ] Banking
   - [ ] Injunction

3. Indicate the title and number of related cases (if any).

   N/A

4. Has a prior action between the same parties and based on the same claim ever been filed before this Court?

   - [ ] Yes
   - [x] No

5. Is this case required to be heard and determined by a district court of three judges pursuant to 28 U.S.C. § 2284?

   - [ ] Yes
   - [x] No

6. Does this case question the constitutionality of a state statute? (See, Fed.R.Civ. P. 24)

   - [ ] Yes
   - [x] No

Date Submitted:

rev. Dec. 2009

Print Form Reset Form

JS 44 (Rev. 12/12)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

I. (a) PLAINTIFFS
UNITED STATES OF AMERICA, acting through the USDA

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys *(Firm Name, Address, and Telephone Number)*
Fortuño & Fortuño Fas, CSP
Juan Carlos Fortuño Fas
PO Box 9300, San Juan, PR 00908 ; (787)751-5290

DEFENDANTS
The Estate of LUIS SANTALIZ CAPESTANY, ET ALS.

County of Residence of First Listed Defendant Las Marías, PR
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys *(If Known)*

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ☒ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question *(U.S. Government Not a Party)*
- ☐ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)* *(For Diversity Cases Only)*

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☒ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury
- ☐ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ☐ 365 Personal Injury - Product Liability
- ☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☐ 440 Other Civil Rights
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 448 Education

PRISONER PETITIONS

Habeas Corpus:
- ☐ 463 Alien Detainee
- ☐ 510 Motions to Vacate Sentence
- ☐ 530 General
- ☐ 535 Death Penalty

Other:
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition
- ☐ 560 Civil Detainee - Conditions of Confinement

FORFEITURE/PENALTY
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Management Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Employee Retirement Income Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 840 Trademark

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 375 False Claims Act
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit
- ☐ 490 Cable/Sat TV
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 893 Environmental Matters
- ☐ 895 Freedom of Information Act
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State Statutes

V. ORIGIN *(Place an "X" in One Box Only)*

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District *(specify)*
- ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity)*:
Consolidated Farm & Development Act, 7 USC 1921, et seq. and 28 USC 1345

Brief description of cause:
Foreclosure of Mortgage

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND $ 514,762.55

CHECK YES only if demanded in complaint:
JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY *(See instructions)*:

JUDGE _____ DOCKET NUMBER _____

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____